

**MEMORANDUM OF UNDERSTANDING**  
**RESPECTING THE COORDINATED MANAGEMENT OF THE**  
**BURRARD INLET ENVIRONMENTAL ACTION PROGRAM (BIEAP) AND THE**  
**FRASER RIVER ESTUARY MANAGEMENT PROGRAM (FREMP)**

1. PURPOSE

This memorandum sets out the understanding and structure through which the BIEAP and the FREMP will be coordinated.

2. BACKGROUND

Through the end of March 1996, the FREMP and the BIEAP (the Programs) operated independently and under separate agreements. Over time, it became apparent that some aspects of both Programs were common and required a common approach. Also, the areas covered by each agreement were contiguous and issues in one area affected the other.

As a result, the Signatories to each agreement resolved to implement a structure which would provide for the effective coordination of the Programs while, at the same time, providing for the distinct needs and priorities of the two individual areas.

The individual memoranda of understanding for the BIEAP and the FREMP are attached to this memorandum as Appendix A and B, respectively.

3. MANAGEMENT STRUCTURE

3.1 General

The management structure set out in Appendix C will carry on the activities covered by the Programs beyond the end of March 2007. There will be a common framework that deals with overall planning, management and policy direction for both the Burrard Inlet and the Fraser River estuary. There will also be operational Plans consisting of a five-year Business Plan and a year-to-year Work Plan to deal with specific requirements and priorities of the Fraser River estuary and Burrard Inlet.

There is general consensus amongst the Signatories that both of the current programs are management programs with coordination components. However, while many issues are common to both areas, the methodologies for dealing with them and their relative priority may differ between the two areas. Therefore, the management structure will provide opportunities for dealing with the common as well as the distinct factors between the two areas.

There is also consensus that “made in the Inlet/estuary” approaches to policy and its application can enhance progress on the Programs. Therefore, the new structure provides a framework for addressing policy issues in a manner which facilitates measurable progress on achieving the goals and objectives set for the Fraser River estuary and Burrard Inlet.

The BIEAP-FREMP business falls into two broad categories. First, there is policy coordination for strategic management. Second, there are operational issues which require coordinated decision-making. The new structure provides for both categories.

In terms of policy coordination and strategic management, matters include:

- influencing the development and application of regulatory policy within the management areas and within areas outside the management areas where linkages are required to meet the objectives of the Programs;
- setting priorities;
- maintaining a high level commitment and sufficient resources;
- setting goals and objectives and monitoring progress towards their achievement; and
- providing the interface between the Programs and the Boards/Agencies of the respective Signatories.

In terms of operational issues, examples include:

- the project review processes;
- day-to-day management of the budgets;
- coordination of the Signatories in implementing the Consolidated Environmental Management Plan for Burrard Inlet (2002) and the Estuary Management Plan (2003);
- providing technical support and input on policy issues; and
- public involvement.

### 3.2 Overall Management and Policy Direction

Overall management and policy direction will be accomplished by a two-level structure:

First, there will be a Partners Committee involving the principals of each of the signing partners, namely senior officials from Environment Canada, Fisheries and Oceans Canada, Transport Canada, B.C. Ministry of Environment, the Port Authorities and GVRD; or their nominees. This group will meet as needed to focus on the strategic direction of the programs and to provide direction on matters that cannot be resolved at other levels in the structure.

Second, there will be a Management Committee that will deal with overall management and policy issues. This Committee will set broad goals and objectives for the two Programs, monitor progress towards their achievement, address and provide direction on policy matters, and report to the Partners Committee on issues requiring resolution. The Management Committee will select its Chair and Vice-Chair, by consensus, from its members.

The structure provides a process for addressing and resolving matters involving individual agency policies and their application and a process for dealing with common issues affecting both areas and for coordinated reporting. It also provides the area specific attention required by the Signatories with mandates involving less than the total area.

### 3.3 Operational Management

The operational aspects of delivery for each Plan will continue to be handled through two separate Memoranda of Understanding (see Appendices A & B). The action programs will be delivered by work groups, specific agency initiatives, or public/private partnerships. The

Manager, supported by staff, will report routinely to the Management Committee and provide functional direction to action programs within the two areas.

The Management Committee will develop five-year Business Plans that identify initiatives, priorities, resources, and funds on an annual basis. Also, on an ongoing basis, the Management Committee will look for efficiencies and for alternate funding opportunities such as through private sector partnerships.

Program budgets will be set for each of the Fraser Estuary and Burrard Inlet areas with costs charged against each Program in accordance with requirements for delivery of agreed work Plans.

Further, the Partner agencies will take on an enhanced role in providing access to program information and dedicating resources to achieve progress on the Plans.

### 3.4 Funding

The financial arrangements for each Program are set out in the individual Memoranda of Understanding (see Appendices A & B). For greater clarity regarding the funding amounts referenced in section 20 of the individual MOUs, those Signatories who contribute to both the BIEAP and FREMP programs provide one total annual contribution to both programs for the referenced amount.

IN WITNESS WHEREOF the Signatories hereto have executed this Memorandum.

|   |  |
|---|--|
| Signed on behalf of Environment Canada )<br>in the presence of: )<br>)<br>)<br>) _____                      | Environment Canada<br>Date:                  |
| Signed on behalf of Fisheries and Oceans )<br>Canada in the presence of: )<br>)<br>)<br>) _____             | Fisheries and Oceans Canada<br>Date:         |
| Signed on behalf of Transport Canada in )<br>the presence of: )<br>)<br>)<br>) _____                        | Transport Canada<br>Date:                    |
| Signed on behalf of the Ministry of )<br>Environment in the presence of: )<br>)<br>)<br>) _____             | Ministry of Environment<br>Date:             |
| Signed on behalf of the Greater Vancouver )<br>Regional District in the presence of: )<br>)<br>)<br>) _____ | Greater Vancouver Regional District<br>Date: |
| Signed on behalf of the Fraser River Port )<br>Authority in the presence of: )<br>)<br>)<br>) _____         | Fraser River Port Authority<br>Date:         |
| Signed on behalf of the North Fraser Port )<br>Authority in the presence of: )<br>)<br>)<br>) _____         | North Fraser Port Authority<br>Date:         |

|  |   |                        |
|--|---|------------------------|
| Signed on behalf of the Vancouver Port Authority in the presence of: | ) |                        |
| _____  | ) | Va                     |
| Witness  | ) | ncouver Port Authority |
|  | ) | Date:                  |

**APPENDIX A**

**MEMORANDUM OF UNDERSTANDING  
RESPECTING THE  
BURRARD INLET ENVIRONMENTAL ACTION PROGRAM**

BETWEEN:

THE GOVERNMENT OF CANADA  
represented by Environment Canada  
(hereinafter called "EC")

OF THE FIRST PART,

AND:

THE GOVERNMENT OF CANADA  
represented by Fisheries and Oceans Canada  
Habitat and Enhancement Branch  
(hereinafter called "DFO")

OF THE SECOND PART,

AND:

THE GOVERNMENT OF CANADA  
represented by Transport Canada  
(hereinafter called "TC")

OF THE THIRD PART,

AND:

THE GOVERNMENT OF THE PROVINCE OF  
BRITISH COLUMBIA  
represented by the Ministry of Environment  
(hereinafter called "MOE")

OF THE FOURTH PART,

AND:

VANCOUVER PORT AUTHORITY  
established pursuant to the *Canada Marine Act*  
having an office at 100 The Pointe, Canada Place,  
Vancouver, British Columbia V6C 2P9  
(hereinafter called "VPA")

OF THE FIFTH PART,

AND:

THE GREATER VANCOUVER REGIONAL DISTRICT  
incorporated by an Act of the Legislature of the Province of  
British Columbia and having an office at 4330 Kingsway,

Burnaby, British Columbia V5H 4G8  
(hereinafter called "GVRD")

OF THE SIXTH PART.

## WHEREAS

- A. The Signatories to this Memorandum wish to improve and protect the Environmental Quality of Burrard Inlet;
- B. Burrard Inlet supports important fish and wildlife habitats;
- C. Burrard Inlet has the potential to support enhanced outdoor recreational opportunities in the public interest;
- D. The expansion of Canada's and British Columbia's international trade and economies will require increasing use and expansion of industrial and commercial facilities in and abutting Burrard Inlet;
- E. It is essential to provide the opportunity and capability for industry to function and to expand to meet the growing needs of the community of Canada;
- F. The Signatories are committed to the principle of Sustainability, and wish to achieve it through the continuation of a coordinated joint action program known as the Burrard Inlet Environmental Action Program (the "Program"); and
- G. The Agreement executed by the Signatories on April 1, 1996 and last revised in 2005 requires certain changes to remain consistent with subsequent changes in the nomenclature of the Signatories and clause 33 of the April 1, 1996 Agreement contains provisions to amend the Agreement.

## NOW THEREFORE

1. The Signatories agree to continue the implementation of coordinated measures to protect and improve the environmental quality of Burrard Inlet within the context of sustainability AND FURTHER agree as follows:

## DEFINITIONS

2.
  - a) "Burrard Inlet" or "Inlet" means the tidal waters and their inundated area east of a line between the southernmost point of Point Atkinson and the westernmost point of Point Grey, including False Creek, Indian Arm and Port Moody Arm;
  - b) "Consensus" means lack of dissent among the Signatory representatives;
  - c) "Environmental Quality" means the quality of the marine, land and air environments;
  - d) "Fiscal Year" means the period beginning April 1 each year and ending March 31 the following year;
  - e) "Sustainability" means the point at which economic, environmental and social/ cultural activities meet the needs of the present generation without compromising the ability of future generations to meet their own needs.

## PURPOSE OF THE MEMORANDUM

3. The purpose of this Memorandum is to establish a management framework to facilitate, through a joint action program, the coordination of activities intended to protect and improve the Environmental Quality of Burrard Inlet within the context of Sustainability.

## PRIMARY OBJECTIVES

4. The primary objectives of the Program are to:
  - a) Maintain, implement and update the Consolidated Environmental Management Plan for Burrard Inlet, 2002; and,
  - b) Maintain the Coordinated Project Review process for Burrard Inlet.
5. The Signatories will coordinate:
  - a) Water and land use planning;
  - b) Environmental management;
  - c) Project review; and
  - d) Public consultation.

## GUIDING PRINCIPLES

6. The Signatories will foster co-operation, dialogue and coordinated action among government, industry, First Nations, special interests and the general public in support of accommodating a growing population and economy, while maintaining and where practical improving the quality and productivity of the Inlet's natural environment.
7. The Signatories recognise that the primary responsibility for management of the Burrard Inlet rests with those agencies that currently have management authority. While it is not intended to fetter these responsibilities, the Signatories, through co-operation and consensus, commit to seek "made in the Burrard Inlet" solutions.
8. The Signatories will work together to facilitate sustainability by:
  - a) Providing the opportunity for economic activity to meet national, regional and local objectives;
  - b) Maintaining and where practical improving Environmental Quality in Burrard Inlet to ensure preservation of fisheries and wildlife and to provide recreational opportunity where it is appropriate;
  - c) Maintaining and where practical improving the productivity of fish and wildlife habitats; and
  - d) Identifying and where practical enhancing the quality and variety of recreational sites.
9. The Signatories, in implementing the Program, will:
  - a) Recognise the importance of Burrard Inlet as a major economic and environmental resource in all planning and management activities, and encourage compatibility

- between both foreshore and upland uses and developments and the preservation of Environmental Quality in Burrard Inlet;
- b) Support the principle of persons directly responsible for pollution being responsible for its cleanup or cleanup costs; and
  - c) Develop consensus by ensuring broad consultation between all Signatories and proponents and while so doing providing avenues for active public participation, and maintaining program flexibility.

## MANAGEMENT COMMITTEE

- 10. The Signatories to this Memorandum shall form a Management Committee with one representative appointed by each of EC, DFO, TC, MOE, VPA and GVRD.
- 11. The representatives shall annually elect a Chair and Vice-chair of the joint Management Committee and the Chair shall be rotated through the Signatories.
- 12. The representatives shall appoint alternates to represent them at meetings which they cannot attend and shall employ their best efforts to ensure each Signatory is represented at all Management Committee meetings.
- 13. The Management Committee shall be responsible for managing the Program and directing and overseeing the administration of the annual Work Plans, pursuant to the five-year Business Plan. This includes allocation and determination of the manner in which funding will be spent. Management Committee decisions respecting this paragraph will be made on the basis of consensus.
- 14. The Management Committee's authorities, which may be delegated, will include:
  - a) Appointing appropriate administrative staffing for the Program and providing for establishment of appropriate staff accommodation;
  - b) Providing general direction for the operations and activities of the Program;
  - c) Establishing priorities for the Program and approving the Five Year Business Plan and the annual Work Plan, their budgets and any amendments thereto;
  - d) Supporting, where practical and appropriate, the public being informed of and involved in the activities of the Program;
  - e) Preparing and submitting an annual report to the Signatories on or before June 30 of each year identifying the accomplishments of the past fiscal year;
  - f) Issuing the annual report for public consumption;
  - g) Facilitating co-operation and coordination of improved management, including:
    - i) Improving the quality and availability of information provided to the public regarding the Program; and
    - ii) A clearly defined process for involving the public in implementing the Program;
  - h) Evaluating staff and contractor performance; and
  - i) Forming action teams or sub-committees with appropriate membership to perform specific tasks or studies or provide expert advice on specific subjects and the Management Committee will ensure the timely performance of deliverables by such teams or sub-committees.

15. The Management Committee may be supported in its activities by staff or contractors who will be responsible to that Committee.

## PUBLIC INVOLVEMENT

16. Public involvement activities will include the issuance of publications, the holding of public meetings and the participation of the public in Program activities.

## FINANCES

17. A Budget, based on an annual Work Plan, shall be prepared for each Fiscal Year under the direction of the Management Committee, for approval by the Signatories, not later than October 1, in the year prior.
18. Cost of the Program will be determined annually with the approval of the annual Work Plan.
19. Records of income and expenses for the Program will be kept in a manner acceptable to the Program Audit Committee and accountants.
20. The Program will issue invoices quarterly, in advance, based on a yearly contribution of forty five thousand dollars (\$45,000) per Signatory, plus annual increases based on inflation and as agreed to by the Partners and Management Committees. Any increases in contributions will be reflected in the annual Work Plan & Budget.
21. Invoices are due and payable on receipt. The invoices shall be paid within thirty (30) days, calculated from the date the invoice is received. Invoices unpaid after forty-five (45) days shall be referred to the Signatories for resolution. Where applicable, simple interest will accrue at the Bank Rate plus one and one quarter percent on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment.
22. Each Signatory's obligation under this Memorandum is subject to sufficient funds being available by each Signatory and allocated by the respective Signatories. If sufficient funds are unavailable, the other Signatories must be advised by January 30 in the Fiscal Year prior to the funds being required.
23. When any Signatory advises that some or all of its funds for contribution are unavailable, then that Signatory will cease to be represented on the Management Committee, unless otherwise agreed to by the other remaining Signatories. In that event, with the unanimous consent of the Signatories the Management Committee may decide the Signatories will either:
  - a) Increase base contributions to make up the shortfall; or
  - b) Reduce the budget to reflect the shortfall.

24. Where a Signatory has withdrawn from this Memorandum they shall request reinstatement by notifying all of the remaining Signatories no later than September 1, in the year prior.
25. Where there is a change in the number of Signatories to the Memorandum, or external funding is acquired, the base contribution referred to in Section 20 of this Memorandum may be adjusted, with the unanimous consent of the Signatories, to reflect higher or lower contributions by the Signatories.
26. Each Signatory shall bear the entire costs of the salary and travel expenses of its members on the Management Committee, any sub-committee or task force and of employees assigned to tasks or activities carried out under this Program and this Memorandum.
27. The Management Committee will name an Audit Committee and appoint an accountant to provide a Notice to Reader annually. Every three to five years, commencing in 2008-2009, the Management Committee will appoint an independent accountant to undertake a financial review engagement.

#### DURATION

28. This Memorandum shall take effect April 1, 2007. It will, except where otherwise provided in this Memorandum, continue in force until terminated upon the mutual agreement of all of the Signatories that remain involved in this Memorandum.
29. Any Signatory to this Memorandum may terminate its involvement, provided that the Signatory formally notifies the other Signatories of its intent to withdraw from the Memorandum and that such notification is received at least one full fiscal year prior to the intended date of withdrawal.

#### AMENDMENTS

30. This Memorandum may be amended by written agreement between all of the Signatories' administrative senior representatives within the Province of British Columbia.

#### NOTICE

31. Any notice required or permitted to be given under the provisions of this Memorandum shall be in writing, and sent by mail or by other acceptable form of communication to the address of the Signatory's representative on the Management Committee. Notice shall be sufficiently served if personally delivered to the Signatory to whom it is given or mailed.

#### REFERENCES

32. Every reference to the Signatories in this Memorandum will include any person designated to act for or on their respective behalf with regard to any provisions of this Memorandum.

## MISCELLANEOUS

33. This Memorandum and any activity conducted under it shall be without prejudice to any proprietary right or interest of the Signatories.
34. The Signatories hereto agree to consistently pursue optimising the efficiency and effectiveness of the Action Plan.
35. In this Memorandum, wherever the singular or masculine is used it will be construed as if the plural or feminine or body corporate, as the case may be, had been used where the context or the Signatories hereto so require.
36. This Memorandum shall not interfere in any way with the legislative jurisdiction of any of the Signatories, nor with the exercise by any Signatory or its officials of any right, power or obligation under any law, order or regulation.
37. The provisions contained herein are an expression of understanding and not to be construed as legally binding on the Signatories.

IN WITNESS WHEREOF the Signatories hereto have executed this Memorandum.

|   |   |
|---|---|
| Signed on behalf of Environment Canada )<br>in the presence of: )<br>)<br>)<br>_____ ) _____                      | Witness<br>Environment Canada<br>Date:                  |
| Signed on behalf of Fisheries and Oceans )<br>Canada in the presence of: )<br>)<br>)<br>_____ ) _____             | Witness<br>Fisheries and Oceans Canada<br>Date:         |
| Signed on behalf of Transport Canada in )<br>the presence of: )<br>)<br>)<br>_____ ) _____                        | Witness<br>Transport Canada<br>Date:                    |
| Signed on behalf of the Ministry of )<br>Environment in the presence of: )<br>)<br>)<br>_____ ) _____             | Witness<br>Ministry of Environment<br>Date:             |
| Signed on behalf of the Greater Vancouver )<br>Regional District in the presence of: )<br>)<br>)<br>_____ ) _____ | Witness<br>Greater Vancouver Regional District<br>Date: |
| Signed on behalf of the Vancouver Port )<br>Authority in the presence of: )<br>)<br>)<br>_____ ) _____            | Witness<br>Vancouver Port Authority<br>Date:            |

APPENDIX B  
MEMORANDUM OF UNDERSTANDING  
RESPECTING THE  
FRASER RIVER ESTUARY MANAGEMENT PROGRAM

BETWEEN:

THE GOVERNMENT OF CANADA  
represented by Environment Canada  
(hereinafter called "EC")

AND:

THE GOVERNMENT OF CANADA  
represented by the Fisheries and Oceans Canada  
Habitat and Enhancement Branch  
(hereinafter called "DFO")

AND:

THE GOVERNMENT OF CANADA  
represented by Transport Canada  
(hereinafter called "TC")

AND:

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA  
represented by the Ministry of Environment  
(hereinafter called "MOE")

AND:

THE GREATER VANCOUVER REGIONAL DISTRICT  
incorporated by an Act of the Legislature of the Province of British Columbia and  
having an office at 4330 Kingsway, Burnaby, British Columbia V5H 4G8  
(hereinafter called "GVRD")

AND:

FRASER RIVER PORT AUTHORITY  
a body corporate established pursuant to the *Canada Marine Act*, and having a  
place of business at 400 – 625 Agnes Street,  
New Westminster, British Columbia V3M 5Y4  
(hereinafter called "FRPA")

AND:

NORTH FRASER PORT AUTHORITY  
a body corporate established pursuant to the *Canada Marine Act*, and having a  
place of business at 7911 Grauer Road,  
Richmond, British Columbia V7B 1N4  
(hereinafter called "NFPA")

WHEREAS:

- A. The Fraser River is noted as being one of the principal salmon producing rivers in North America and supports major commercial, recreational, and First Nations salmon fisheries;
- B. The Fraser River estuary supports extensive wildlife populations, being an internationally important staging area along the Pacific migratory bird flyway;
- C. The Fraser River estuary contains important infrastructure, supporting substantial economic activity. The expansion of Canada's and British Columbia's international trade and economies will require increasing use and expansion of industrial and commercial facilities in the estuary;
- D. It is essential to provide the opportunity and capability for industry to function and to expand to meet the growing needs of the community of Canada;
- E. Continuing urban and industrial expansion of Metropolitan Vancouver is impinging extensively on the health and productivity of the Estuary;
- F. There is a public desire and expectation to preserve green areas, and to provide and enhance outdoor recreational opportunities;
- G. Human activities, conducted without recognition of environmental potentials, could severely constrain the natural productivity of the Fraser River estuary;
- H. The Signatories to the Memorandum have developed the vision of a "Living Working River", which recognizes that human activities can function in harmony with the estuary's natural systems;
- I. A shared and clear vision for the future will help reduce conflicts over use of the estuary and will ensure resource users are working in the same direction, toward sustainability;
- J. The Signatories believe that cooperation, dialogue and consensus will lead to more effective resource management; and,
- K. The Agreement executed by the Signatories on April 1, 1996 and last revised in 2005 requires certain changes to remain consistent with subsequent changes in the nomenclature of the Signatories and clause 33 of the April 1, 1996 Agreement contains provisions to amend the Agreement.

NOW THEREFORE:

- 1. The Signatories agree to continue implementing, on an ongoing basis, coordinated measures to protect and improve environmental quality, to provide economic development opportunities, and to sustain quality of life in and around the Fraser River Estuary, AND FURTHER agree as follows:

## DEFINITIONS

2. As follows:
  - a) “Consensus” means a lack of dissent among the Signatory representatives;
  - b) “Estuary Management Plan” means the vision, goals and action programs contained in the document entitled “*A Living Working River*”;
  - c) “Environmental Quality” means the quality of the aquatic, land and air environment;
  - d) “Fraser River estuary” or “estuary” means in general, the land and water outside the dikes and between Kanaka Creek and the outlet of Pitt Lake in the East, the estuary drop-off in the West, Point Grey to the North, and the international boundary to the South, including Boundary Bay and Semiahmoo Bay;
  - e) “Fiscal year” means the period beginning April 1 each year and ending March 31, the following year; and
  - f) “Sustainability” means the point at which economic, environmental and social/cultural activities meet the needs of the present generation without compromising the ability of future generations to meet their own needs.

## PURPOSE OF THIS MEMORANDUM

3. The purpose of this Memorandum is to establish a management framework to facilitate the implementation of the actions contained in the Estuary Management Plan and the coordination of activities intended to achieve sustainability.

## PRIMARY OBJECTIVES

4. The primary objectives of the Program are to:
  - a) Maintain, implement and update the Estuary Management Plan (2003); and
  - b) Maintain the Coordinated Project Review process.
5. The Signatories, in implementing the Estuary Management Plan will coordinate:
  - a) Water and land use planning;
  - b) Environmental quality management;
  - c) Project review; and
  - d) Public consultation.

## GUIDING PRINCIPLES

6. The Signatories will foster cooperation and dialogue and coordinate action among government, industry, First Nations, special interests and the general public toward efficient and cost effective resource management of a living working Fraser River Estuary, in an environmentally sustainable fashion.
7. The Signatories recognize that the primary responsibility for management of the Estuary rests with those agencies that currently have management authority. While it is not intended to fetter these responsibilities, the Signatories, through cooperation and consensus, commit to seek “made in the estuary” solutions.
8. The Signatories, in the implementation of the Estuary Management Plan, will strive to:
  - a) Keep the estuary healthy;
  - b) Conserve and enhance the natural habitat;
  - c) Encourage multiple uses within the estuary;
  - d) Promote integrated decision-making;
  - e) Establish and maintain informed management processes;
  - f) Promote and employ consensus based decision-making;
  - g) Provide equitable access to the estuary;
  - h) Establish and maintain accountable management processes; and,
  - i) Develop active partnerships with the public in management activities.
9. The Signatories, in working together to facilitate sustainability, will:
  - a) Recognize the importance of the estuary as a major economic and environmental resource, and will encourage compatibility between both foreshore and upland uses and development, and the preservation of environmental quality in the estuary;
  - b) Provide the opportunity for economic activity to meet national, regional and local objectives;
  - c) Support the principle of persons directly responsible for pollution being responsible for its cleanup or cleanup costs; and,
  - d) Ensure broad consultation between all Signatories and proponents, and while so doing provide avenues for active public participation and maintain program flexibility.

## MANAGEMENT COMMITTEE

10. The Signatories to this Memorandum shall form a Management Committee with one representative appointed by each of EC, DFO, TC, MOE, GVRD, FRPA and NFPA.
11. The representatives shall annually elect a Chair and Vice-chair of the joint Management Committee.
12. The representatives shall appoint alternatives to represent them at meetings that they cannot attend and shall employ their best efforts to ensure each Signatory is represented at all Management Committee meetings.
13. The Management Committee shall be responsible for managing the Program and for directing and overseeing the administration of the annual Work Plans, pursuant to the five-year Business Plan. This includes allocation and determination of the manner in

which funding will be spent. Management Committee decisions respecting this paragraph will be made on the basis of consensus.

14. The Management Committee's authorities, which may be delegated, will include:
  - a) Appointing appropriate administrative staffing for the Program and providing for establishment of appropriate staff accommodation;
  - b) Providing general direction for the operations and activities of the Program;
  - c) Supporting, where practical and appropriate, the public being informed and involved in the activities of the Program;
  - d) Establishing priorities for the Program and approving the five-year Business Plans and annual Work Plans, their budgets and changes thereto;
  - e) Preparing and submitting an annual report for the Program to the Signatories, on or before June 30 of each year identifying the accomplishments of the past fiscal year;
  - f) Issuing the annual report for public consumption;
  - g) Facilitating cooperation and coordination of improved management, including:
    - i) Improving the quality and availability of information provided to the public regarding the Program;
    - ii) Involving the public in implementing the Program;
  - h) Evaluating staff and contractor performance; and,
  - i) Forming action teams for sub-committees with appropriate membership to perform specific tasks or studies or provide expert advice on specific subjects. The Management Committee will ensure the timely performance of deliverables by such teams or sub-committees.
  
15. The Management Committee may be supported in its activities by staff or contractors who will be responsible to that committee.

## PUBLIC INVOLVEMENT

16. Public involvement activities will include the issuance of publications, the holding of public meetings and the participation of the public in Program activities.

## FINANCES

17. A Budget, based on an annual Work Plan, shall be prepared for each fiscal year under the direction of the Management Committee, for approval by the Signatories, not later than October 1, in the year prior.
18. Cost of the program will be determined annually with the approval of the annual Work Plan.
19. Records of income and expenses for the Program will be kept in a manner acceptable to the Program Audit Committee and accountants.
20. The Program will issue invoices quarterly, in advance, based on a yearly contribution of forty five thousand dollars (\$45,000) per Signatory, plus annual increases based on inflation and as agreed to by the Partners and Management Committees. Any increases in contributions will be reflected in the annual Work Plan & Budget.

21. Invoices are due and payable on receipt. The invoices shall be paid within thirty (30) days, calculated from the date the invoice is received. Invoices unpaid after forty-five (45) days shall be referred to the Signatories for resolution. Where applicable, simple interest will accrue at the Bank Rate plus one and one quarter percent on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment.
22. Each Signatory's obligation under this Memorandum is subject to sufficient funds being available by each Signatory and allocated by the respective Signatories. If sufficient funds are unavailable, the other Signatories must be advised by January 30 in the fiscal year prior to the funds being required.
23. When any Signatory advises that some or all of its funds for contribution are unavailable, then that Signatory will cease to be represented on the Management Committee, unless otherwise agreed to by the other remaining Signatories. In that event, with the unanimous consent of the Signatories the Management Committee may decide that the Signatories will either:
  - a) Increase base contributions to make up the shortfall; or
  - b) Reduce the budget to reflect the shortfall.
24. Where a Signatory has withdrawn funding from this Memorandum they shall request reinstatement by notifying the other Signatories no later than September 1 in the year prior.
25. Where there is a change in the number of Signatories to the Memorandum, or external funding is acquired, the base contribution referred to in Section 20 of this Memorandum may be adjusted, with the unanimous consent of the Signatories, to reflect higher or lower contributions by the Signatories.
26. Each Signatory shall bear the entire costs of the salary and travel expenses of its members on the Management Committee, any sub-committee or task force and of employees assigned to tasks or activities carried out under this Program and this Memorandum.
27. The Management Committee will name an Audit Committee and appoint an accountant to provide a Notice to Reader annually. Every three to five years, commencing in 2008-2009, the Management Committee will appoint an independent accountant to undertake a financial review engagement.

## DURATION

28. This Memorandum shall take effect April 1, 2007. It will, except as where otherwise provided in this Memorandum, continue in force until terminated upon the mutual agreement of all of the Signatories that remain involved in this Memorandum.
29. Any Signatory to this Memorandum may terminate its involvement, provided that the Signatory formally notifies the other Signatories of its intent to withdraw from the Memorandum and that such notification is received at least one full fiscal year prior to the intended date of withdrawal.

## AMENDMENT

30. This Memorandum may be amended by written agreement between all of the Signatory principals.

## NOTICE

31. Any notice required or permitted to be given under the provisions of this Memorandum shall be in writing, and sent by mail or by other acceptable form of communication to the address of the Signatory's representative on the Management Committee. Notice shall be deemed to be sufficiently served if personally delivered to the Signatory to whom it is given or mailed.

## REFERENCES

32. Every reference to the Signatories in this Memorandum will include any person designated to act for or on behalf with regard to any provisions of this Memorandum.

## MISCELLANEOUS

33. This Memorandum and any activity conducted under it shall be without prejudice to any proprietary right or interest of the Signatories.
34. The Signatories hereto agree to consistently pursue optimizing the efficiency and effectiveness of the Program.
35. In this Memorandum, wherever the singular or masculine is used it will be construed as if the plural or feminine or body corporate, as the case may be, had been used where the context or the Signatories hereto so require.
36. This Memorandum shall not interfere in any way with the legislative jurisdiction of any of the Signatories, nor with the exercise by any Signatory or its officials of any right, power or obligation under any law, order or regulation.
37. The provisions contained herein are an expression of understanding and not to be construed as legally binding on the Signatories.

IN WITNESS WHEREOF the Signatories hereto have executed this Memorandum.

|   |  |
|---|--|
| Signed on behalf of Environment Canada )<br>in the presence of: )<br>)<br>)<br>) _____                      | Environment Canada<br>Date:                  |
| Signed on behalf of Fisheries and Oceans )<br>Canada in the presence of: )<br>)<br>)<br>) _____             | Fisheries and Oceans Canada<br>Date:         |
| Signed on behalf of Transport Canada in )<br>the presence of: )<br>)<br>)<br>) _____                        | Transport Canada<br>Date:                    |
| Signed on behalf of the Ministry of )<br>Environment in the presence of: )<br>)<br>)<br>) _____             | Ministry of Environment<br>Date:             |
| Signed on behalf of the Greater Vancouver )<br>Regional District in the presence of: )<br>)<br>)<br>) _____ | Greater Vancouver Regional District<br>Date: |
| Signed on behalf of the Fraser River Port )<br>Authority in the presence of: )<br>)<br>)<br>) _____         | Fraser River Port Authority<br>Date:         |
| Signed on behalf of the North Fraser Port )<br>Authority in the presence of: )<br>)<br>)<br>) _____         | North Fraser Port Authority<br>Date:         |

## Appendix C to the BIEAP-FREMP MOU BIEAP/FREMP Structure

