

ANNEX 2 - ROLES AND RESPONSIBILITES OF DFO, WLAP, and UBCM

	COMMITMENT TO PROCESS	COMMITMENT TO ACTION
Relationship between RAR and Harmful Alteration, Disruption and Destruction of Fish Habitat (HADD)		
DFO	Under the Fisheries Act no one may carry out a work or undertaking that will cause the harmful alteration, disruption or destruction (HADD) of fish habitat unless it has been authorized by DFO.	
DFO	DFO agrees that a proponent who has fully implemented the recommendations certified by a QEP following the RAR methodologies and measures, has exercised all due diligence in preventing a HADD of fish habitat due to the removal of riparian vegetation.	
DFO and WLAP		Where a proponent causes a HADD despite exercising all due diligence in applying the RAR methodologies and measures, DFO and WLAP will investigate the incident to come to an understanding on how this occurred and make recommendations to RAR Executive Committee (as per 4 of Annex 1) so they can modify the RAR and/or supporting materials if required in a timely proactive manner.
Handling of Variances to the RAR		
DFO	DFO may consider a proponent’s request for a variance from the RAR when strict application of the riparian setbacks will impose an unreasonable restraint or unnecessary hardship on the use or development of a property, and when special circumstances giving rise to hardship that are unique to the property in question are present.	
DFO	Applications for variances must be submitted to the local DFO offices by the project proponent for review and decision by DFO.	

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DFO		DFO agrees that local government may at their sole discretion make decisions on minor variances to the SPEA within the guidelines set out in that chapter of the RAR implementation guidebook which deals with flexing of the SPEA boundary, fish habitat enhancement, and storm water)
DFO	Ordinarily, variance requests will only be considered by DFO when they are supported by local governments. Local governments should assess whether, in their opinion, undue hardship would be caused without a variance, assess their options to relax other restrictions on the development that could alleviate or avoid the need for a variance request, and provide their written support for the variance request to DFO.	
DFO		Where an authorization for a HADD is granted to the proponent by DFO due to a variance request under the RAR, the provincial and local governments will be informed by DFO of the conditions of the authorization.
DFO		Where an authorization for a HADD under the RAR is not granted, DFO will inform the proponent and maintain a record of their decision.
Notification System		
WLAP		WLAP commits to creating and maintaining a notification system for the RAR. This includes covering the cost of operating the system, technical support and file management. The notification system design includes the ability to: <ul style="list-style-type: none"> · Receive, store, and track all versions of reports submitted by QEPs including amended and final reports,

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		<ul style="list-style-type: none"> · Search by QEPs for reports authored by QEPs, · Send notifications to WLAP, DFO, and local government, · Store monitoring reports, and · Allow search of QEP reports by local government and DFO.
WLAP		WLAP commits to providing all notifications received by QEPs to both DFO and local governments. WLAP commits to making the full report and tombstone data available, searchable, and accessible to the general public, and to storing all versions of individual assessment reports.
All		DFO and WLAP agree to submit their monitoring reports for inclusion and storage in the notifications system. UBCM members may chose to participate in submission of monitoring reports.
Training of Qualified Environmental Professionals		
WLAP		<p>WLAP will enter into a licensing agreement with Malaspina College to provide training on the RAR assessment methodologies to Qualified Environmental Professionals on a cost recovery basis. WLAP will administer this agreement and commits that the licence agreement will include</p> <ul style="list-style-type: none"> · Approval of course material, by WLAP, · Revision of course material at WLAP direction, · Granting sole license for five years, with renewal option and sub-licensees under approval, · Agreement to Approval of instructors by WLAP

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		<ul style="list-style-type: none"> · Licensee to maintain a record of all courses delivered, location of courses delivered, names and dates of individuals who have taken the course and make the records available on request, · Input into schedules for courses, geographic locations, class sizes and instructors by WLAP · Requirement of an annual meeting for reviewing delivery of the course with WLAP and the licensee · Allowance for independent review, and audit of the course · Ability to end agreement based on results of the annual meeting or independent review, and · the terms of default of the agreement.
ALL		The parties may audit the QEP training for quality and completeness. Any deficiencies identified with the training will be outlined in writing to the RAR Executive Committee who will make recommendations to WLAP.
WLAP		WLAP commits to altering the licensing agreement, or ending it and finding a new delivery agent for the training. based on recommendations from the RAR Executive Committee.
Communication and Information for staff and partners		
ALL		The parties will endeavour to undertake joint communications among their staff and members where practical.
ALL		The parties will endeavour to undertake cooperative communications with external partners to promote

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		consistency in approaches and quality monitoring.
ALL		The parties will endeavour to jointly develop communication materials that increase public and proponent awareness of the RAR requirements and processes.
Monitoring and Reporting (Compliance, Complaints, Enforcement, Effectiveness and Adaptive Management)		
DFO and WLAP		<p>DFO and WLAP will develop a monitoring framework within six months of the signing of the agreement that will include compliance, effectiveness, and complaint monitoring. The framework will address the amount of monitoring to be done, stratification of monitoring based on risk, roles of the parties in conducting and reacting to the results of monitoring, and how the monitoring results will be used in adaptive management decisions. This framework may include external science partners</p> <p>WLAP and DFO will jointly develop annual monitoring plans congruent with the RAR Monitoring Framework, under direction of RAR Executive Committee, which will identify specific resources for this task. The RAR Monitoring Framework and annual monitoring plans will include both compliance and effectiveness monitoring. As per section 8 of Annex 1, where monitoring results require immediate deliberation by the RAR Executive Committee because they may have significant and far reaching consequences, these will be provided to the RAR Executive Committee by WLAP and DFO outside of the reporting schedule.</p>

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DFO and WLAP		Joint federal-provincial annual monitoring plans will be incorporated into regional and area work plans and reported on an annual basis to the RAR Executive Committee.
DFO and WLAP		WLAP and DFO will set enforcement priorities in consultation with their respective enforcement staff, examine options for enforcement and technical support teams that will specialize in fish habitat protection enforcement issues, and share expert witnesses and technical support within the geographic area applicable to the RAR.
Interaction with Qualified Environmental Professional Member Associations		
All		The parties commit to meet on an annual basis with these professional associations to hear their feedback on the implementation of the RAR, to receive reports on disciplinary actions, to provide a report on compliance of QEPs with the RAR, and to discuss QEP training.
ALL		As per section 11 of Annex 1, the RAR Executive Committee will develop a protocol for placing complaints regarding QEP actions with their associations. This will set out the quality of information required to place a complaint and the process to follow. This will be overseen by the RAR Executive Committee.
Support for RAR Implementation		
ALL		The parties will provide local governments with contacts to assist them with their queries during the implementation and ongoing delivery of the RAR.
WLAP		WLAP regional managers to make available knowledge of regionally significant fish.

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DFO and WLAP		DFO and WLAP commit to working with local governments to assist in applying the RAR in the context of Integrated Watershed Plans
DFO and WLAP		WLAP and DFO will work with other provincial and federal agencies to establish access to existing information and data systems to support RAR implementation for Local Governments and QEPs.
DFO and WLAP		WLAP and DFO will work to establish access to existing information and data systems for non government organizations and the public.
INDIVIDUAL AGREEMENTS		
DFO and WLAP	As per section 7.1 of the Protocol Agreement, WLAP and DFO may enter into individual agreements with local governments to clarify roles and responsibilities for local implementation of the RAR. Such agreements may include, but are not limited to, monitoring, enforcement, planning, communication, education, and local government specific strategies for application of the RAR.	