

ENVIRONMENTAL MONITORING ACCESS AGREEMENT

THIS AGREEMENT dated _____, 2026

BETWEEN:

WSÁNEĆ LEADERSHIP COUNCIL SOCIETY
800b Stellys Cross Road
Brentwood Bay, BC V8M 1J4

(“WLC”)

AND:

CAPITAL REGIONAL DISTRICT
625 Fisgard St.
Victoria, BC V8W 1R7

(“CRD”, and together, the “Parties”)

WHEREAS:

- A. The Goldstream watershed of the GVWSA (defined herein) is within WSÁNEĆ traditional territories. The WSÁNEĆ Leadership Council Society (WLC) is a unified, administrative body working in partnership with WJOLÉLP (Tsartlip First Nation) and WSIKEM (Tseycum First Nation).
- B. The CRD owns and manages the Goldstream watershed and the GVWSA to supply drinking water for the benefit of all residents of the CRD;
- C. The WLC operates a Local Government Program, which is mandated to promote respect for WSÁNEĆ culture, traditional practices, and language through collaboration with local governments that operate in WSÁNEĆ Territory. Part of promoting respect for WSÁNEĆ culture and traditional practices includes supporting opportunities for WSÁNEĆ people to reconnect with the land within WSÁNEĆ Territory (the “Local Government Program”);
- D. The WLC has requested the CRD provide the Local Government Program access to the Goldstream watershed for environmental monitoring within WSÁNEĆ traditional territory;
- E. Environmental monitoring entails observing, measuring, recording, sampling but not otherwise consuming, removing, disturbing, or harming the organic or inorganic natural resources found in the GVWSA;

- F. The CRD is interested to learn from the WLC's knowledge and environmental monitoring of the lands, plants, and animals in WSÁNEĆ Territory within the Goldstream watershed to continually improve its management of the lands for water supply and compatible natural values;
- G. The WLC and the CRD wish to enter into an Agreement to facilitate safe access by the Local Government Program to the Goldstream watershed for environmental monitoring and study within their traditional territory, provided that such access or the monitoring undertaken do not compromise the effective management of the GVWSA for water supply and other values by the CRD;

NOW THEREFORE, in consideration of their mutual duties and responsibilities to one another under this Agreement and the payment of \$10.00 from the WLC to the CRD (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

Definitions and Interpretation

- 1. In this Agreement, the following words and expressions shall have the following meanings:
 - a. **"Agreement"** means this Environmental Monitoring Access Agreement, and the following items attached to and forming part of it:
 - i. Schedule A – Conditions of Access; and
 - ii. Schedule B – Insurance Requirements;
 - b. **"Emergency"** means an unexpected situation that poses an immediate risk to health, life, property, or the environment;
 - c. **"Fire Danger Rating"** means the Fire Danger Rating (BC DGR) of the CRD 14G Goldstream weather station, as reported at approximately 1 p.m. each day on the CRD website under Current Fire Weather Conditions;
 - d. **"GVWSA"** and **"Greater Victoria Water Supply Area"** means the "water supply area" as defined in the Protection Bylaw and includes, for greater certainty, the Goldstream watershed and named Water Supply Areas;
 - e. **"High Risk Activities"** means a high-risk activity as defined by the Province of British Columbia's Wildfire Regulation or any other activity which can create sparks and is therefore a wildfire hazard, but for greater certainty, does not include driving a vehicle on roadways intended and maintained for the passage of vehicles;

- f. **“WLC Local Government Program”** and **“Local Government Programs”** has the meaning ascribed to it under recital C and includes any of its members, employees, or volunteers accessing the Goldstream watershed of the GVWSA.
- g. **“Protection Bylaw”** means Bylaw 2804, “Capital Regional District Water Supply Area Regulations Bylaw No. 1, 2000”, including any amendments thereto and any bylaw that may replace it;
- h. **“Rare or endangered species”** means species and ecosystems listed by the BC Conservation Data Centre as species and ecosystems at risk for the geographic area of the GVWSA;
- i. **“Water Supply Areas”** means the Sooke, Goldstream, and Leach Water Supply Areas.

Local Government Program Access to the GVWSA

- 2. The CRD shall provide the Local Government Program with keys to all gates to access the Goldstream watershed within W̱SÁNEĆ traditional territory. The keys are to be used only by the Local Government Program’s employees or members. It shall be the sole responsibility of the WLC to secure any access rights that may be necessary in order to travel through neighbouring lands that are owned or occupied by persons other than the CRD.
- 3. The Local Government Program shall be permitted access during daylight hours up to one hour before sunset including business days, weekends and holidays. The authorized access includes:
 - a. travelling with vehicles on roads only;
 - b. walking and hiking on roads, paths, trails, and generally through the forest and open areas;
 - c. taking small samples of water and plant materials if needed for the express purpose of study and observation rather than use or consumption;
 - d. recording by sound, photograph, or video, of the GVWSA natural environment; and,
 - e. special uses expressly permitted by the CRD in response to an access request in accordance with the process set out in sections 5 and 6 of this Agreement.
- 4. Where an activity is not expressly authorized by section 3 of this Agreement, that activity is not permitted under this Agreement without the prior written consent of CRD. Without limiting the foregoing and for greater certainty, the authorized access in section 3 does not include:

- a. “off-road” driving or the use of off-road vehicles (e.g. ATVs) within the GVWSA unless expressly permitted by the CRD for a particular purpose or application;
 - b. the use of any type of bicycle within the GVWSA;
 - c. the exploring, investigating, or examining of water supply infrastructure;
 - d. entry into waterbodies or reservoirs;
 - e. the taking of samples from rare or endangered species or within endangered plant communities; and
 - f. for the purpose of infrastructure security and the protection of rare species and special places, the right to share any sound, photograph, or video recordings of the GVWSA natural environment to persons outside the Local Government Program without express written consent of the CRD.
5. Access requests for special uses and activities not expressly permitted, but in keeping with the spirit of this Agreement for environmental monitoring, must be made a minimum of ten (10) working days in advance.
 6. Upon receiving an access request pursuant to section 5 of this Agreement, the CRD will evaluate the risks of granting such access to ensure water quality is protected at all times and that CRD’s operational needs are met. The CRD will not unreasonably withhold the granting of access requests. The WLC will respect the CRD’s decision and understands the CRD’s operational priorities to access and maintain the regional water supply system.
 7. The WLC will adhere to, and ensure that all Local Government Program members adhere to, the Conditions of Access detailed in Schedule A when accessing the GVWSA under this Agreement.

Term

8. This Agreement commences on the date set out above and continues in effect for three (3) years unless earlier terminated in accordance with the terms of this Agreement.
9. This Agreement may be terminated by either Party with at least 6 months prior written notice to the other Party.

Environmental Information Sharing

10. The CRD and the WLC wish to share with each other environmental observations they each observe and collect within the GVWSA. To facilitate the sharing of data and information and the protection of confidential information, the Parties intend to negotiate and enter into one or more Data Sharing Agreements.

Critical Information Reporting

11. The WLC will ensure that the Local Government Program members inform the CRD's Goldstream Gatekeeper as soon as possible if they encounter a significant environmental or safety concern within the GVWSA, including:
 - a. wildlife found in distress or diseased;
 - b. dangerous environmental conditions or road conditions;
 - c. localized concerning weather conditions, such as high winds in an area;
 - d. smoke, campfire rings, fire starts;
 - e. domestic animals (dogs, cats) or invasive species;
 - f. trespass activity or trespass; and
 - g. any leaks/spills of contaminants (e.g., fuel, oil, antifreeze).

Non-Derogation

12. This Agreement is not a treaty or a land claims agreement within the meaning of s. 35 of the *Constitution Act, 1982*.
13. This Agreement does not recognize, create, modify, extinguish, suspend, abrogate from or derogate from any W̱SÁNEĆ s. 35 rights, nor does the CRD have jurisdiction to do any of those things.
14. This Agreement is without prejudice to the position of either Party in respect of the existence, scope, extent, or effect of any s. 35 right held by W̱SÁNEĆ.

Default

15. If any term of this Agreement is breached, the CRD or the WLC, as the case may be, will give written notice to the other Party of the breach and request a resolution within fourteen (14) days. If the matter is not addressed within fourteen (14) days and resolved within thirty (30) days of the notice of breach, or other such time as agreed to by the Parties, either Party may terminate this Agreement in writing without further notice. Where appropriate, the Parties may agree to use the Dispute Resolution processes set out in section 22 of this Agreement.

Indemnity to the extent arising from the negligence

16. The WLC releases and will indemnify and save harmless the CRD, its elected and appointed officials, employees, agents, volunteers, and contractors (collectively, the **"CRD Parties"**) from and against any and all losses, claims, damages, costs (including legal costs on a solicitor and own client basis) and expenses (collectively, **"Liability"**), including Liability resulting from wildfire or environmental damage and

the suppression or remediation of the same, to the extent arising from the negligence, willful misconduct, or breach of this Agreement by WLC or any of its members, officers, or employees, by the Local Government Program or any of its members, officers, or employees, or by any other person permitted by WLC or the Local Government Program to access the Goldstream watershed or the GVWSA related to this Agreement or the rights and privileges granted by this Agreement.

Insurance

17. The WLC must maintain during the term of this Agreement the insurance set out in Schedule B.

Limiting Access

18. If the CRD finds any of the permitted activities described in section 3 to cause environmental damage, impact water quality, or impact CRD water operations, the WLC will immediately cease such activities upon receipt of notice from the CRD. Within thirty (30) day of receiving the notice, the Parties will meet to review the activities causing such damage or impacts and discuss whether it is necessary to amend this Agreement to remove or further define those activities. If satisfactory amendments have not been made within thirty (30) days, or other such time as agreed to by the Parties, the CRD may terminate this Agreement in writing without further notice.
19. Access to the GVWSA may be restricted or reduced by the CRD where necessary for environmental protection or operational purposes of the CRD, including without limitation in the following circumstances:
 - a. where a known safety hazard exists;
 - b. during an Emergency event or response to an Emergency event; and
 - c. where forecasted extreme weather events may cause a safety or environmental danger.

Notice

20. Notice under this Agreement shall be delivered to:

WSÁNEĆ Leadership Council Society
Local Government Program Manager
800b Stellys Cross Rd, Brentwood Bay, BC V8M 1J4
Tel: 778-351-4969
Email: ned.taylor@wsanec.com

-and-

Director of Operations
800b Stellys Cross Rd, Brentwood Bay, BC V8M 1J4
Tel: 778-351-4969
Email: gord.elliott@wsanec.com

CRD:
General Manager, Infrastructure and Water Services
Capital Regional District
479 Island Highway, Victoria, BC V9B 1H7
Tel: (250) 360-3061
Email: aafraser@crd.bc.ca

-and-

Senior Manager, Watershed Protection
Infrastructure and Water Services, Capital Regional District
479 Island Highway, Victoria, BC V9B 1H7
Tel: (250) 391-3556
Email: aconstabel@crd.bc.ca

21. The senior management of the Parties shall meet at least once per year to discuss the implementation of this Agreement.

Dispute Resolution

22. Subject to section 15, if a disagreement arises between the WLC and the CRD relating to the implementation of this Agreement, the Parties agree to work together to address the matter in accordance with the following process:
 - a. First, the Parties will discuss the issue at the operational level and the appropriate senior administrators will make every reasonable attempt to meet and to find a solution which respects the letter and spirit of this Agreement;
 - b. If the issue remains unresolved, the Director of Operations of the WLC and the Chief Administrative Officer of the CRD will meet within fifteen (15) days of notice from either of the Parties' senior administrators, setting out in sufficient detail the nature and history of the issue. At this meeting, the Parties' representatives will attempt in good faith to understand and explore the nature of the issue, develop options for possible solutions and reach a resolution of the issue;
 - c. In the absence of an agreed resolution within thirty (30) days of the date of the meeting described in paragraph (b) above, the Parties may agree first to try in

good faith to settle the dispute by mediation administered by the British Columbia Arbitration and Mediation Institute under its mediation rules before resorting to arbitration, litigation or some other dispute resolution procedure. The fees and expenses of the Mediator will be borne equally by the Parties, and each Party will be responsible for its own legal costs or other mediation costs.

Review and Amendment

23. This Agreement shall be reviewed annually by the Parties and may be amended by the consent of both Parties.

Compliance with Laws

24. Nothing in this Agreement shall be construed as permitting or authorizing any activity or use of the Water Supply Area by any person that is contrary to any applicable law, including without limitation the Protection Bylaw. Notwithstanding any other provision in this Agreement, where any activity or use is prohibited by an applicable law, such activity or use is deemed to be prohibited by this Agreement.

Signed on behalf of:

WSÁNEĆ Leadership Council Society

Date: _____

[Gord Elliott, Director of Operations]

Signed on behalf of:

Capital Regional District

Date: _____

Gord Baird, Chair, Regional Water Supply Commission

SCHEDULE A – CONDITIONS OF ACCESS

1. All Local Government Program employees/members entering the GVWSA must complete an access application form and attend a GVWSA orientation session, prior to being issued access authorization identification, keys and any loaned equipment.
2. An authorized and oriented Local Government Program employee or member (as per 1.) may bring in a Local Government Program volunteer(s) so long as this is communicated on check-in, their names provided and the volunteer(s) travel in the same vehicle with the authorized employee/member(s). The authorized and oriented employee/member is responsible for the volunteer(s) in terms of safety and adherence to this agreement.
3. For entry during CRD business hours Monday through Friday 7:00 a.m. to 4:30 p.m., the Local Government Program employees/members must inform the Goldstream Gatekeeper in person at Goldstream Gate, or via radio channel 3 or 5 at another entry point when entering and exiting the GVWSA; and provide a destination or travel route for safety purposes.

For entry after CRD business hours and on weekends and holidays, the Local Government Program employees/members must inform the watershed patrol via radio channel 3 or 5 when entering and exiting the GVWSA and provide a destination or travel route for safety purposes.

4. Safety checks. A crew of two or more is expected to provide a safety check every 4 hours. A single person is expected to provide a safety check every hour. During CRD business hours, CRD is able to provide safety checks through the Goldstream Gatekeeper. The WLC must provide their own safety check system outside of business hours. In case of missed safety check, a WLC contact who will be available during the time of GVWSA entry and who will search for missing workers must be provided.
5. Drivers must carry a valid BC driver's license and vehicles must be insured. See Schedule B Insurance Requirements.
6. Vehicles driven and parked by authorized WLC Local Government Program employees/members in the GVWSA shall display a dashboard card identifying the vehicle as belonging to the WLC Local Government Program with access authorization.
7. WLC shall ensure their Local Government Program employees/members/volunteers/vehicles are equipped with the following safety equipment and know how to use it:
 - i. VHF handheld radio with CRD frequencies (will be supplied by CRD);

- ii. Level 1 first aid kit;
 - iii. GPS location device (optional but recommended);
 - iv. fire extinguishing equipment (shovel, Pulaski, backpack water pump) during fire season (April 1 to October 31), in case a fire start is encountered;
 - v. a spill kit for each vehicle being brought into the GVWSA;
8. WLC will immediately report any lost or stolen keys to the CRD. Keys may not be duplicated and any additional keys needed will be issued by the CRD. WLC is expected to keep track of who is holding any issued keys at all times. Any issued equipment and keys are not allowed to be loaned or transferred outside WLC's Local Government Program.
9. GVWSA gates must remain closed and locked at all times.
10. Smoking is only allowed in the GVWSA during moderate and lower Fire Danger Rating. Smoking is only allowed on roads and butts must be picked up.
11. There are no garbage or recycling facilities in the GVWSA; all garbage must be taken out.
12. Sanitation facilities must be used where they are available. If sanitation facilities require service, please notify the Watershed Emergency Duty Officer (WEDO).
13. No domestic animals may be brought into the GVWSA – dogs are not allowed.
14. No vegetation, soil, or building materials may be brought into the Water Supply Area without prior CRD approval. These materials may accidentally introduce invasive species or disease.

CRD appreciates WLC working cooperatively to protect the environmental integrity of the GVWSA.

Notice:

CRD: Where notice or reporting is required, the Watershed Emergency Duty Officer can be reached 24/7/365 at:

Cell phone: 250-881-6393

Text message: 250-881-6393

Email: wedo@crd.bc.ca

Paging service: 1-866-301-4075 (leave a message and call back number)

WLC: Where notice or reporting is required, the Local Government Program can be reached at:

Cell phone: 778-535-7081

Text message: 778-535-7081

Office phone: 778-351-4969

Email: ned.taylor@wsanec.com

SCHEDULE B – INSURANCE REQUIREMENTS

1. The WLC shall, at its own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in Canada:

- (a) **Commercial General Liability Insurance**

- i) Commercial General Liability Insurance policy covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations;
 - ii) this shall be an occurrence-based policy with a three million (\$3,000,000.00) minimum limit;
 - iii) the Capital Regional District shall be named as an additional insured;
 - iv) the policy shall contain a separation of insureds, cross liability clause in its conditions;
 - v) the policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the CRD (the “**Notice Requirement**”); and
 - vi) the WLC shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

If waived in writing by CRD, the CRD will not be liable for any loss or damage caused by WLC's tortious or wrongful acts nor will the CRD defend or indemnify the WLC for such acts. The WLC understands and agrees it is solely responsible for its defence costs and damages arising.

Notwithstanding the requirement under section 1(a)(v), if WLC is unable to obtain an insurance policy that provides a Notice Requirement, the WLC may obtain insurance without a Notice Requirement, but must forthwith (i) notify the CRD of any cancellation to or alteration of the policy; and (ii) obtain insurance that is compliant with the requirements specified in sections 1(a)(i) to (iv), if the policy is cancelled, or the alteration results the policy not meeting one or more of those requirements,

- (b) **Automobile Insurance**

If using a vehicle under this agreement, the WLC shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned or operated by the WLC in connection with this agreement.

- (c) **Property Insurance**

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the WLC's equipment including loss of use thereof. Each and every policy insuring WLC's equipment to be used on this project shall contain a waiver of subrogation clause in the favor of the CRD.

- (d) **Wildfire Fighting Expense Liability**

Where any work or activities performed by WLC under this Agreement contemplate “high risk activity” as defined in the Wildfire Regulation, BC Reg 38/2005 in forested areas or grasslands, WLC shall add a fire fighting endorsement, also known as wildfire fighting expense liability, to its Commercial General Liability policy. During fire season (March 1 to October 31), WLC must maintain \$2 million in coverage.

2. Maintenance of such insurance and the performance by the WLC of its obligations under this Schedule B shall not relieve the WLC of liability under the indemnity provisions set forth in this Agreement, nor shall it limit liability of the WLC to the limits of any insurance policy.

3. The CRD may take out and maintain the insurance required by this agreement at the cost of the WLC if the WLC is in default under this Agreement.