



# Salt Spring Island Local Trust Committee

## Regular Meeting Addendum

Date: Tuesday, April 27, 2021  
Time: 9:30 a.m.  
Location: Electronic Meeting

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	<b>Pages</b>
<b>8. LOCAL TRUST COMMITTEE PROJECTS</b>	<b>10:00 AM - 11:00 AM</b>
<b>8.1. Water Sustainability</b>	
8.1.1. <u>Weston Lake Water Availability and Climate Changes Assessment</u>	<b>2</b>
Staff Report	



File No.: 6500-20 – Water  
Sustainability

DATE OF MEETING: April 27, 2021

TO: Salt Spring Island Local Trust Committee

FROM: Jason Youmans, Island Planner  
Salt Spring Island Team

COPY: Gary Holman, CRD Electoral Area Director  
Dale Green, CRD, Supervisor, Regional Source Control Program  
Salt Spring Island Watershed Protection Alliance (SSIWPA)

SUBJECT: MOU - Weston Lake Water Availability and Climate Change Assessment

## RECOMMENDATION

1. That the Salt Spring Island Local Trust Committee approve the Memorandum of Understanding for a Weston Lake Water Availability and Climate Change Assessment attached as Appendix 1 to the staff report of April 27, 2021, and designate the chair to sign it.

## REPORT SUMMARY

This staff report provides the Salt Spring Island Local Trust Committee (LTC) with a Memorandum of Understanding (MOU) to undertake a Weston Lake Water Availability and Climate Change Assessment in coordination with the Capital Regional District (CRD). It is provided for the LTC's approval and chair's signature.

## BACKGROUND

At its March 23, 2021 regular meeting the LTC reviewed a [draft memorandum of understanding](#) between the LTC and CRD to fund the development of a Weston Lake Water Availability and Climate Change Assessment.

Director of Local Planning Services (DLPS) subsequently advised that per [Trust Council Policy 2.1.4](#), the MOU must be reviewed by Islands Trust Executive Committee (EC) and approved under the chair's signature by the business unit undertaking the MOU – in this case the Salt Spring Island LTC.

Following the LTC's review of the MOU in March, and per recommendations of the DLPS, staff made a few minor amendments to the MOU prior to EC review. These consisted primarily of replacing "Islands Trust" with "Salt Spring Island Local Trust Committee" throughout the document.

The Executive Committee reviewed the proposed MOU at its meeting of [April 14, 2021](#). No comments were provided.

The version of the MOU attached as Appendix 1 to this staff report is the version that was reviewed by EC.

**ANALYSIS**

**Policy/Regulatory**

See staff report of [March 23, 2021](#) for analysis.

**Rationale for Recommendation**

LTC approval and chair signature of the MOU attached as Appendix 1 is required to advance the project.

**NEXT STEPS**

Once the LTC has approved the MOU, the CRD can undertake its approvals process and begin procurement of a contractor to undertake the work.

Submitted By:	Jason Youmans, Island Planner	April 20, 2021
Concurrence:	Stefan Cermak, Regional Planning Manager	April 20, 2021

**ATTACHMENTS**

1. IT/CRD MOU - Weston Lake Water Availability and Climate Change Assessment

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding is made and effective \_\_\_\_\_.

**BETWEEN:**

**CAPITAL REGIONAL DISTRICT**

625 Fisgard Street,

PO Box 1000

Victoria, BC V8W 2S6

(Hereafter, **CRD** or the **Managing Partner**)

**AND:**

**SALT SPRING ISLAND LOCAL TRUST COMMITTEE**

1-500 Lower Ganges Road,

Salt Spring Island, BC V8K 2N8

(Hereafter, **SSILTC** or the **Funding Partner**)

Referred to hereafter as the “Parties”. The Parties desire to create an understanding for the purposes and on the terms stated in this agreement. Therefore, the Parties agree to the following:

**NAME:** The name of the project shall be the “Weston Lake Water Availability and Climate Change Assessment” (the “Project”).

**PROJECT SUMMARY:** The purpose of this project is to assess the volume of water available in Weston Lake which serves the Fulford Water System (CRD-operated), and the potential for future water availability in this lake system based on climate change predictions.

The study will be undertaken by a consultant.

Findings of this study may be used to inform operations and service area expansion options for the Fulford Water System as well as future land use considerations by the Salt Spring Island Local Trust Committee.

**DURATION OF THE AGREEMENT:** The duration of this memorandum of understanding shall be for 6 months, commencing on May 1, 2021 and terminating on November 1, 2021.

**PURPOSE:** The purpose of this memorandum of understanding is to ensure that participants and parties clearly understand their obligations under this agreement as they relate to the proposed project.

## MEMORANDUM OF UNDERSTANDING

### OBLIGATIONS:

The **Managing Partner (CRD)** commits to:

1. Work in cooperation with the **Funding Partner** to develop a Request for Proposals (RFP) to hire a qualified consultant with expertise in watershed hydrology and hydrological modelling;
2. Manage all aspects of the procurement process to obtain consulting services from a qualified consultant;
3. Work in cooperation with the **Funding Partner** to develop a Terms of Reference (ToR) to guide the consultant's work on the **Project**;
4. Manage the consultant in fulfilling the **Project** Terms of Reference;
5. Notify the **Funding Partner** in a timely fashion of any challenges that arise in the carrying out of the **Project** and work cooperatively to resolve them;
6. Provide the **Funding Partner** with draft **Project** deliverables for review and comment prior to public release; and
7. Work in cooperation with the **Funding Partner** to develop a communications plan associated with the public release of **Project** deliverables; and
8. Consider funding project costs above the contribution from the **Funding Partner**.

The **CRD** project manager may seek coordination assistance for this project as a representative of the Salt Spring Island Watershed Protection Alliance (SSIWPA) from SSIWPA Coordinator to:

- a. Coordinate on-island activities to support the consultant's work such as arranging meetings between the consultant and the SSIWPA Technical Working Group or other relevant stakeholders; and
- b. Compile/procure data and reports that the consultant may need and that are held by various agencies and volunteers on Salt Spring Island.

The **Funding Partner (SSILTC)** commits to:

1. Contribute funds as follows:
  - i. **\$14,097**, constituting the remainder of the provincial government constituency grant received by the Salt Spring Island Watershed Protection Alliance (SSIWPA) in 2017;
  - ii. Up to **\$15,903**, from the Salt Spring Island Local Trust Committee's unspent special property tax requisition funds.

**MEMORANDUM OF UNDERSTANDING**

2. Work in cooperation with the **Managing Partner** to develop a Request for Proposals (RFP) to hire a qualified consultant with expertise in watershed hydrology and hydrological modelling;
3. Work in cooperation with the **Managing Partner** to develop a Terms of Reference (ToR) to guide the consultant's work on the **Project**;
4. Provide the consultant with available data to inform the **Project**;
5. Work cooperatively with the **Managing Partner** to resolve any challenges that arise in the carrying out of the **Project**;
6. Provide the **Managing Partner** with timely review and comment on draft **Project** deliverables prior to public release; and
7. Work in cooperation with the **Managing Partner** to develop a communications plan associated with the public release of **Project** deliverables.
8. Work with SSIWPA coordinator to execute a communications plan associated with the public release of **Project** deliverables.

**COMMUNICATIONS:**

In all communications about the project (i.e. media, website, social media, etc.) the Parties shall refer to the **Project** in a manner that is consistent with the guidance and regulations of the **Managing Partner** (CRD). No Party shall hold itself out as or otherwise represent itself as an agent of the other Party, nor that it has authority to enter into or to cancel contracts on behalf of the other Party. Neither party shall claim to be the other's agent for any purpose unless there is consent in writing to act as an agent for a specific purpose that is reasonably necessary to carry out the venture detailed in this agreement. Nothing in this agreement shall be interpreted to render the Parties as employer or employee of either Party. Anyone working or volunteering for either Party to this Memorandum of Understanding must not do anything that misrepresents the **Project** or the commitment of either Party.

**MEMORANDUM OF UNDERSTANDING**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND ACCEPTED THE TERMS OF THIS MEMORANDUM OF UNDERSTANDING.

**SIGNED BY: The Capital Regional District (CRD)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

WITNESSED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SIGNED BY THE Salt Spring Island Local Trust Committee (SSILTC)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

WITNESSED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

