

**REGIONAL DISTRICT BOARD /  
LOCAL TRUST COMMITTEE  
PROTOCOL AGREEMENT**

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This Protocol Agreement ("Agreement") dated for reference October 2, 1996 is

AMONG:

**GAMBIER ISLAND LOCAL TRUST COMMITTEE**  
("Local Trust Committee")

AND:

**REGIONAL DISTRICT OF SUNSHINE COAST BOARD**  
("Regional District Board")

(referred to as the "Parties")

WHEREAS:

A. Under Section 22(2) of the *Islands Trust Act*, a local trust committee may enter into an agreement with municipalities, regional districts and boards of school trustees respecting the coordination of activities in a local trust area;

B. The Gambier Island Local Trust Committee is a local trust committee established under s.21 of the *Islands Trust Act* for the purpose of preserving and protecting the Gambier Island Local Trust Area and has the authority to regulate the development and use of land in this local trust area;

C. The Regional District of Sunshine Coast Board is a regional district established by letters patent, dated the 4th day of January, 1967 and continued under s.767 of the *Municipal Act*, R.S.B.C. 1979, c. 290, and has the authority to provide services in this local trust area; and

D. The Parties met to discuss respective areas of responsibility and to develop principles, processes and conditions for the coordination of activities within the Gambier Island Local Trust Area.

NOW THEREFORE, the Local Trust Committee and the Regional District Board agree as follows:

**1.0 PRINCIPLES**

The Local Trust Committee and Regional District Board agree to the following principles regarding interagency relations:

1. Recognition of each others' jurisdictions and capabilities with a commitment to promoting a spirit of partnership through joint legislative, policy, program and communication initiatives;

2. Coordination of planning, servicing and growth management activities that is responsive to the needs of the local trust area and the electoral area of which they are a part;
3. Commitment to share a mutual interest in the preservation and protection of the object of the Islands Trust and the respective land use planning authority of both Parties;
4. Cooperation through sharing of information and notification of significant initiatives that may impact the other Party and through regular liaison.

## **2.0 COOPERATION**

1. The Parties agree to cooperate with respect to the implementation, coordination and administration of each Party's legislative authority that may impact the other Party.
2. The Parties agree to coordinate the following activities:
  - (a) community planning;
  - (b) parkland and school site acquisition;
  - (c) servicing arrangements; and
  - (d) administrative arrangements.
3. It is the intent of the Parties to formalize their cooperation by way of letters of understanding as required for specific matters.
4. Both Parties agree to notify and consult the other Party on legislative, municipal incorporation and boundary restructure initiatives.

## **3.0 COMMUNICATIONS**

1. The Parties agree to schedule regular meetings of the regional director, the local trustee committee and appropriate staff to review the implementation of the protocol and letter of understanding.
2. Neither Party is obligated to convey information to the other Party that is protected from disclosure under the *Freedom of Information and Protection of Privacy Act*, any other legislation protecting information from disclosure, or that is subject to solicitor-client privilege.
3. Both Parties agree to pursue alternate methods of dispute resolution before initiating legal proceedings directed at the other Party.

#### 4.0 CONDITIONS

1. Nothing in this Agreement shall be construed so as to fetter the legislative discretion of either of the Parties within their respective areas of jurisdiction or, without limiting the generality of the foregoing, to oblige either of the Parties to adopt or prevent either of the Parties from adopting any bylaw or resolution.
2. The interpretation of terms used in this Agreement shall be governed by the interpretation provisions of the *Islands Trust Act* and the *Municipal Act*.
3. This Agreement may be amended by agreement in writing between the Regional District Board and the Local Trust Committee.
4. Any Party to this Agreement may terminate this Agreement at any time by delivering three months' written notice to the other Party.
5. Information and notification pertinent to this Agreement shall be delivered to:

Gambier Island Local Trust Committee	Islands Trust 2nd Floor, 1627 Fort Street Victoria, BC V8R 1H8
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Regional District of Sunshine Coast Board:	Box 800 Sechelt, BC V0N 3A0
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6. The officials of each Party who shall be responsible for the notices and the administration of this Agreement are:

Gambier Island Local Trust Committee:	the Executive Director of the Islands Trust;
and Regional District of Sunshine Coast Board:	the Administrator of the Regional District