

SCHEDULE A

**ISLANDS TRUST COUNCIL/BOWEN ISLAND MUNICIPALITY
PROTOCOL**

This Protocol Agreement ("Agreement") dated for reference June 19, 2000 is

BETWEEN:

ISLANDS TRUST COUNCIL
("Trust Council")

AND:

BOWEN ISLAND MUNICIPALITY
("Municipality")

(Referred to as the "Parties")

WHEREAS:

Under Section 9(1) of the *Islands Trust Act*, the Trust Council may enter into an agreement with an island municipality respecting the coordination of activities in the Trust Area;

The Bowen Island Municipality is an island municipality established by letters patent dated 4th day of December, 1999 and has the authority to enter into agreements;

Both Parties share responsibility to carrying out the object of the *Islands Trust Act* within their relative areas of jurisdiction; and

The Parties met to discuss respective areas of responsibility and to develop principles, processes and conditions for the coordination of efforts within the Bowen Island Municipality.

NOW THEREFORE, the Trust Council and the Municipality agree as follows:

1.0 PRINCIPLES

The Parties agree to the following principles to guide the development and maintenance of positive relations:

- 1.1 Respect of each others' jurisdiction with a commitment to promoting a spirit of mutual understanding and respect;
- 1.2 A desire to foster open and direct dialogue about each others' directions or concerns;
- 1.3 Recognition of each others' resource limitations and the benefits of working together;
- 1.4 The need to reflect both island community interests and the provincial mandate associated with the *Islands Trust Act* and *Local Government Act*;
- 1.5 A desire to share information in a manner consistent with legislative or legal requirements;
- 1.6 An aim to provide effective and efficient services to Bowen Island Municipality; and
- 1.7 Both parties will utilize best effort to create a successful Islands Trust/Bowen Island Municipality relationship and acknowledge there is no precedent in this regard.

2.0 COMMUNITY PLANNING PROCESS

- 2.1 The Trust Council will provide a 30 day notice of intent for Policy Statement Bylaw Amendments and a 30 day referral, unless otherwise mutually agreed, for proposed amendments.
- 2.2 Either party may give written notice that a consultation meeting be conducted by the Party providing the notice or referral within 10 days of receipt of such documentation.

3.0 FINANCIAL ARRANGEMENTS

- 3.1 The Trust Council shall advise the Municipality of the requisition estimate by October of each year, and requisition confirmation, subject to Ministerial approval, by April 1st of each year for the Trust Area services.
- 3.2 The Trust Council shall consult with the Municipality by October of 2000 and 2001 concerning the planning services contract fee in accordance with the Letters Patent.

4.0 ADMINISTRATIVE ARRANGEMENTS

- 4.1 Agendas and minutes for regular meetings of Trust Council and the Municipality will be provided on a regular basis to the designated staff.
- 4.2 Either Party receiving an inquiry or complaint relating to a matter which is within the jurisdiction of, or may reasonably be of interest to, the other Party shall forward the appropriate information to the other Party.
- 4.3 Both Parties agree to direct concerns regarding administrative requirements, resource allocation and staffing to the respective chief administrative officers.
- 4.4 Unresolved operational matters shall be directed to the respective chief elected officer or their designates.

5.0 INITIATIVES WITH OTHERS

- 5.1 After consultation with the other party, either Party will provide written notice respecting requests for the Federal, First Nation and Provincial governments to enact legislation that may affect the activities of the other Party relative to the Bowen Island Municipality.
- 5.2 In addition to the requirements under the Letters Patent both Parties will endeavour to provide opportunities for the other Party to provide input to or involvement in agreements with other organizations that may impact the activities of the other Party.

6.0 COMMUNICATIONS

- 6.1 The Parties agree to schedule, by October of each year, regular meetings of the Islands Trust Executive Committee and Municipality to review the implementation of the protocol or other areas of mutual interest.
- 6.2 The Islands Trust Executive Committee and/or Trust Council and the Municipality shall provide an opportunity to meet and deal with matters requested in writing, within 14 days of such a request being delivered, unless otherwise agreed to by both parties.

- 6.3 Both Parties will encourage active staff liaison to promote the effective coordination of activities.
- 6.4 Both Parties agree to pursue alternate methods of dispute resolution before initiated legal proceedings directed at the other Party.

7.0 CONDITIONS

- 7.1 Nothing in this Agreement shall be construed so as to fetter the legislative discretion of either of the Parties or oblige either of the Parties to adopt or prevent either of the Parties from adopting any bylaw or resolution.
- 7.2 The interpretation of terms used in this Agreement shall be governed by the interpretation provisions of the *Islands Trust Act* and the *Local Government Act*.
- 7.3 This Agreement may be amended by agreements in writing between the Bowen Island Municipality and the Islands Trust Council.
- 7.4 The Executive Director of the Islands Trust and the Chief Administrative Officer of the Bowen Island Municipality may enter into Letters of Understanding to provide administrative details for implementing this protocol upon the resolution of both Parties.
- 7.5 Information and notification pertinent to this Agreement shall be delivered to:

Islands Trust Council	Islands Trust 2nd Floor, 1627 Fort Street Victoria, BC V8R 1H8 Fax: 250-405-5155
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Bowen Island Municipality	Bowen Island Municipality Municipal Hall Bowen Island, BC V0N 1G0 Fax: 604-947-0193
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- 7.6 The officials of each Party who shall be responsible for the notices and the administration of this Agreement are:

Islands Trust Council:	the Executive Director of the Islands Trust; and
Bowen Island Municipality:	the Chief Administrative Officer of the Municipality

As evidence of their agreement of the above terms, the Parties have executed this Agreement as set out below:

Signed this _____ day of _____, 2000.

David Essig
Chair, Islands Trust Council

Signed this _____ day of _____, 2000.

Gordon McIntosh, Executive Director
Islands Trust

Signed this _____ day of _____, 2000.

Lisa Barrett
Mayor, Bowen Island Municipality

Signed this _____ day of _____, 2000.

Isabell Hadford, Chief Administrative Officer
Bowen Island Municipality

Signed this _____ day of _____, 2000.

Honourable Cathy McGregor
Minister of Municipal Affairs