

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

This Protocol Agreement ("Agreement") dated for reference December 14, 2009 is

BETWEEN:

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

AND:

SUNSHINE COAST REGIONAL DISTRICT BOARD
("Regional District ")

(referred to as the "Parties")

WHEREAS:

A. Under Section 24(2)(c) of the *Islands Trust Act*, a local trust committee may enter into an agreement with a regional district 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.23 of the *Islands Trust Act* for the purpose of preserving and protecting the unique amenities and environment of 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 Sunshine Coast Regional District Board is a regional district established by letters patent, dated the 4th day of January, 1967 and continued under s.774 of the *Local Government Act*, R.S.B.C. 1996, c. 323, and has the authority to provide services in this local trust area; and

D. The Parties consider it in the interest of the residents of the Gambier Island Local Trust Area that the Parties cooperate in the coordination of their activities.

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

1.0 PRINCIPLES

1. The Local Trust Committee and Regional District agree to the following principles regarding interagency relations:
 - a. recognition of each others' jurisdictions and capabilities with a commitment to promoting a spirit of partnership through joint legislative, policy, program and communication initiatives;
 - b. 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 it is a part;

- c. commitment by the Regional District to take the object of the Islands Trust and the land use planning authority of the Local Trust Committee into consideration in matters involving the local trust area;
- d. commitment by the local trust committee to take the servicing functions of the Regional District into consideration in matters involving the local trust area; and
- e. cooperation through regular liaison, sharing of information, and notification of significant initiatives that may impact the other Party.

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 activities within the local trust area/electoral area including such matters as:
 - (a) community planning;
 - (b) park planning and parkland acquisition;
 - (c) school site acquisition, should the Regional District in its discretion enter into an agreement with the Board of School Trustees of School District No. 46 (Sunshine Coast);
 - (d) servicing arrangements; and
 - (e) 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. Each Party agrees to notify and consult the other Party on legislative, municipal incorporation and boundary restructure initiatives that may affect the other Party.

3.0 COMMUNICATIONS

1. The Parties agree to schedule regular meetings of the regional director, the local trust 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. Each Party agrees 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 *Local Government Act*.
3. This Agreement may be amended by agreement in writing between the Regional District 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

Sunshine Coast Regional District: 1975 Field Road
Sechelt, BC V0N 3A1

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 Chief Administrative Officer of the Islands Trust; and
Sunshine Coast Regional District: the Corporate Officer of the Regional District

As evidence of their agreement to the above terms, the Local Trust Committee and the Regional District have executed this Agreement as set out below:



Louise Bell, Chair
Gambier Island Local Trust Committee



Linda Adams, Chief Administrative Officer
Islands Trust



Donna Shugar, Chair
Sunshine Coast Regional District



Angie Legault, Corporate Officer
Sunshine Coast Regional District