



Notice of Meeting and Meeting Agenda Salt Spring Island Local Community Commission

Monday, June 17, 2024

3:00 PM

Meaden Hall
120 Blain Road
Salt Spring Island BC

Special Meeting- Joint with Island Trust

E. Rook (Chair), G. Holman (Vice Chair), G. Baker, B. Corno, B. Webster

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

1. Approval of Agenda

2. Special Meeting Matters

2.1. [24-631](#) Introductions

Recommendation: Verbal discussion

2.2. [24-632](#) Protocol agreements

Recommendation: Verbal discussion

Attachments: [Island Trust Council/ Capital Regional District Protocol Bylaw No. 63, 1999](#)
[Protocol Agreement Regarding The Provision Of Parkland](#)
[Withholding of Building Permits Letter of Administrative Understanding](#)

2.3. [24-633](#) Notification and consultation on legislative initiatives

Recommendation: Verbal discussion

2.4. [24-634](#) Island Trust Communications

2.5. [24-635](#) Community planning, service arrangements, administrative arrangements, and regional growth

Recommendation: Verbal discussion

2.6. [24-636](#) Next steps discussion regarding joint public meeting and or regular meetings

Recommendation: Verbal discussion

3. Adjournment

ISLANDS TRUST COUNCIL
BYLAW NO. 63

A bylaw to adopt a Protocol with the Capital Regional District

WHEREAS pursuant to Section 9(1) of the *Islands Trust Act* the Trust Council may, for the purpose of carrying out the object of the Trust, on behalf of one or more local trust committees, enter into agreements with a regional district, respecting the coordination of activities within the Trust Area;

NOW THEREFORE the Islands Trust Council, in open meeting assembled, enacts as follows:

Citation

1. This bylaw may be cited for all purposes as "Islands Trust Council/Capital Regional District Protocol Bylaw No. 63, 1999."

Protocol

2. The protocol agreement attached as Schedule "A" and entitled "Protocol Agreement, July 20, 1999 among the North Pender Island Local Trust Committee, South Pender Island Local Trust Committee, Mayne Island Local Trust Committee, Salt Spring Island Local Trust Committee, Galiano Island Local Trust Committee, and Saturna Island Local Trust Committee and Capital Regional District Board" is approved pursuant to Section 9(1) of the *Islands Trust Act*.

Severability

3. If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by a decision of a court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of the bylaw.

READ A FIRST TIME THIS	16 TH	DAY OF	SEPTEMBER	1999
READ A SECOND TIME THIS	16 TH	DAY OF	SEPTEMBER	1999
READ A THIRD TIME THIS	16 TH	DAY OF	SEPTEMBER	1999
APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS THIS	5 TH	DAY OF	APRIL	2000
ADOPTED THIS	17 TH	DAY OF	JUNE	2000

SECRETARY

CHAIR

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

This Protocol Agreement ("Agreement") dated for reference July 20, 1999 is

AMONG:

NORTH PENDER ISLAND LOCAL TRUST COMMITTEE
SOUTH PENDER ISLAND LOCAL TRUST COMMITTEE
MAYNE ISLAND LOCAL TRUST COMMITTEE
SALT SPRING ISLAND LOCAL TRUST COMMITTEE
GALIANO ISLAND LOCAL TRUST COMMITTEE AND
SATURNA ISLAND LOCAL TRUST COMMITTEE

("Local Trust Committees")

AND:

CAPITAL REGIONAL DISTRICT 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 North Pender, South Pender, Mayne, Salt Spring, Galiano and Saturna Island Local Trust Committees are local trust committees established under s.21 of the *Islands Trust Act* for the purpose of preserving and protecting the North Pender, South Pender, Mayne, Salt Spring, Galiano and Saturna Island local trust areas respectively and have the authority to regulate the development and use of land in those local trust areas;
- C. The Capital Regional District Board is a regional district established by letters patent, dated the 1st day of February, 1966 and continued under 2.775 of the *Municipal Act*, R.S.B.C. 1996, c.323, and has the authority to provide services in these local trust areas; 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 North Pender, South Pender, Mayne, Salt Spring, Galiano, and Saturna Island local trust areas.

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

1.0 PRINCIPLES

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

1. Recognition of and respect for each other=s 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 areas and the remainder of the Capital Region including the electoral areas of which they are a part.
3. Respect for the preservation and protection object of the Islands Trust and the respective land use planning authority of both parties; and the servicing function of the Capital Regional District; and
4. Cooperation through sharing of information and notification of significant initiatives that may impact the other Party and through regular liaison.
5. Recognition that activities in one jurisdiction may impact the other jurisdiction and that participation and cooperation in planning for these activities will benefit both parties.

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 cooperate in jointly coordinating where appropriate the following activities:
 - (a) community planning;
 - (b) parkland and school site acquisition;
 - (c) parkland acquisition by way of agreements between local trust committees and parks and recreation commissions;
 - (d) servicing arrangements;
 - (e) administrative arrangements; and
 - (f) regional growth management.
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 committees 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 specific 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:

North Pender Island Local Trust Committee
South Pender Island Local Trust Committee
Mayne Island Local Trust Committee
Salt Spring Island Local Trust Committee
Galiano Island Local Trust Committee
Saturna Island Local Trust Committee

Executive Director
Islands Trust
200, 1627 Fort Street
Victoria, BC V8R 1H8

Capital Regional District Board

Executive Director
Capital Regional District
524 Yates Street, PO Box 1000
Victoria, BC V8W 2S6

6. The officials of each Party who shall be responsible for the notices and the administration of this Agreement are:

North Pender Island Local Trust Committee
South Pender Island Local Trust Committee
Mayne Island Local Trust Committee
Salt Spring Island Local Trust Committee
Galiano Island Local Trust Committee
Saturna Island Local Trust Committee

Executive Director
Islands Trust

Capital Regional District Board

Executive Director
Capital Regional District

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

Chairperson
North Pender Island Local Trust Committee

Chairperson
South Pender Island Local Trust Committee

Chairperson
Mayne Island Local Trust Committee

Chairperson
Salt Spring Island Local Trust Committee

Chairperson
Galiano Island Local Trust Committee

Chairperson
Saturna Island Local Trust Committee

Executive Director
Islands Trust

Chairperson
Capital Regional District Board

Executive Director
Capital Regional District

**PROTOCOL AGREEMENT REGARDING THE PROVISION OF PARKLAND
BETWEEN
THE SALT SPRING ISLAND TRUST COMMITTEE
AND
THE SALT SPRING PARKS AND RECREATION COMMISSION REPRESENTING
THE CAPITAL REGIONAL DISTRICT**

WHEREAS the Salt Spring Island Trust Committee and the Salt Spring Island Parks and Recreation Commission consider it in the public interest of the Salt Spring Island Community for its Local Trust Committee and Parks and Recreation Commission to coordinate their administrative procedures to ensure the acquisition of appropriate lands for community parks given the powers of the Salt Spring Island Trust Committee in relation to the provision of park land at the time of subdivision, and the responsibility of the Salt Spring Island Parks and Recreation Commission to develop, operate, and maintain community parks for recreation purposes;

AND WHEREAS The Salt Spring Island Trust Committee has local government jurisdiction under Section 27 of the Islands Trust Act for land use regulation on Salt Spring Island within the Capital Regional District;

AND WHEREAS the Salt Spring Island Trust Committee jurisdiction includes:

- i) the authority, through its Official Community Plan, to generally state broad objectives and policies respecting the form and character of existing and proposed park land use, and to designate the approximate location and type of present and proposed park land use, and to designate the approximate location and type of present and proposed public parks facilities (see Section 945 of the Municipal Act);
- ii) the authority to designate lands for park use in regulatory bylaws (see Section 963 of the Municipal Act); and,
- iii) the power to require, at the time of subdivision, that park land be provided, or cash-in-lieu be paid, under Section 992 of the Municipal Act;

AND WHEREAS the Capital Regional District has jurisdiction over the community parks pursuant to Division XIV of its Letters Patent and as such is entitled to the possession and control of land within the Salt Spring Island Electoral Area dedicated to the public for a park or public square pursuant to Section 992 of the Municipal Act and has the authority to acquire, develop, operate and maintain community parks;

AND WHEREAS the Capital Regional District, pursuant to its, Supplementary Letters Patent dated (27th day of February, 1976), established the Salt Spring Island Parks and Recreation Commission by Bylaw 327 and in such bylaw delegated to the Commission all of the administrative powers of the Regional Board with respect to the development, maintenance and operation of all community parks within the Salt Spring Island Electoral Area;

AND WHEREAS the Salt Spring Island Parks and Recreation Commission has an interest in the identification and acquisition of land for community parks purposes through the powers exercised by the Salt Spring Island Trust Committee in relation to the requirements for the provision of park land, or cash-in-lieu payments, at the time of subdivision;

AND WHEREAS the Salt Spring Island Parks and Recreation Commission has an interest in providing community parks for recreational purposes and the Salt Spring Island Trust Committee has an interest as a land trust in identifying community park lands which preserve and protect the Trust Area and its unique amenities and environment for the benefit of the residents of the Trust Area and of the Province generally, in cooperation with the Salt Spring Island Parks and Recreation Commission;

NOW THEREFORE both parties agree as follows:

1. The intent of the Salt Spring Island Parks and Recreation Commission (the "Commission") and the Salt Spring Island Trust Committee (the "Trust Committee") is to improve the coordination of administrative procedures between the Commission and the Trust Committee with respect to the Commission's responsibility for The administration of community parks and the Trust Committee's powers in relation to the provision of park land, pursuant to Section 992 of the Municipal Act, and to facilitate the dedication of park land or cash-in-lieu payments for the acquisition of park land to be operated, developed and maintained by the Commission.
2. The Trust Committee and the Commission agree that the purpose of Section 992 of the Municipal Act is to provide dedicated park land or cash-in-lieu for future acquisition of park land.
3.
 - i) The Commission will adopt by resolution a Parks and Recreation Master Plan (the "Master Plan") that will include recommendations on community parks and trails in a form amenable to consideration by the Trust Committee for inclusion in its Official Community Plan (the "OCP"), the recommendations to have been developed by a process providing for public participation at various stages, and in the context of an explicit recognition of the Trust Committee's role in the Trust's legislated object to preserve and protect the trust area and its unique amenities and environment for the benefit of the residents of the Trust Area and the Province generally, in cooperation with municipalities and the government of the Province (see Section 3, Islands Trust Act).
 - ii) The Trust Committee, when revising or reviewing its OCP, will consult with the Commission with respect to community recreational parks and trail network designations, from a land use planning perspective and with respect to appropriate policies and strategies relating to park land dedication versus cash-in-lieu payments, and will give due consideration to the recommendations of the Commission.
 - iii) Both parties agree to collaborate to the greatest degree possible in their respective planning initiatives through cross-representation on plan preparation steering committees, background study information, circulation of drafts, community forum hosting and other similar mutually beneficial measures.
4. Upon receipt of a copy of the Master Plan, and any amendments thereto, the Trust Committee will give due consideration to those recommendations pertaining to its jurisdiction, and in particular to those recommendations pertaining to community park land use and trail network designation, with a view to incorporating appropriate and relevant provisions into the Trust Committee's OCP and associated regulatory bylaws.
5.
 - i) The Trust Committee will refer to the Commission all those applications received which invoke Section 992 of the Municipal Act.
 - ii) The Trust Committee will refer to the Commission all those referrals for subdivision, and applications for rezoning or a permit under Division 5 of Part 29 of the Municipal Act which relate to land mapped in the Master Plan as having recreational park potential.
6. The Commission will review the applications referred to it by the Trust Committee and will respond in writing within 30 (thirty) working days of receipt for the purpose of commenting on the potential affects of such applications upon specific community park and trail network values and, where applicable, will make recommendations to the Trust Committee respecting park land dedication or cash-in-lieu payment pursuant to Section 992 of the Municipal Act.

7. The Trust Committee will exercise its statutory powers with respect to the question of parkland dedication or the payment of cash-in-lieu of parkland dedication with due consideration for the recommendations of the Commission and with full respect for the spirit and intent of Section 992 of the Municipal Act. The Trust Committee will endeavour to maintain close communications with and be open to ad-vice from the Commission. The Commission acknowledges that the statutory responsibility of the Trust Committee in this regard cannot be delegated, nor can any discretion be fettered by reference to another body such as the Commission.
8. The Trust Committee will investigate and will strive to implement, wherever possible to the extent permitted by applicable law, procedural policies designed to ensure that a phased approach to property development is not used as a means of *circumventing the* requirements of Section 992 of the Municipal Act.
9. The Trust Committee will advise the Commission in writing within 10 working days of its final determination of parkland dedication or cash-in-lieu requirements in respect to applications, which invoke Section 992 of the Municipal Act.
10.
 - i) The Trust Committee will direct, through its communications with the Approving Officer, that all money received as cash-in-lieu pursuant to Section 992 of the Municipal Act be paid to the Commission pursuant to Section 27 of the Islands Trust Act for the Commission to place in a Reserve Fund established for community park land acquisition on Salt Spring Island.
 - ii) Where appraisal costs are incurred pursuant to Section 992 (7) of the Municipal Act, those costs will be borne by the applicant and the Commission.
11. The Commission will refer to the Trust Committee, for its consideration and comment, all recommendations for disposal of surplus parkland prior to referral to the Capital Regional District Board for preparation and consideration of the required bylaw(s). The Trust Committee acknowledges that this statutory responsibility of the Capital Regional District, through the Commission, cannot be further delegated nor can any discretion be fettered by reference to another body such as the Trust Committee.
12. The Trust Committee and the Commission will confirm all verbal communication in writing and will forward all written communication to the following addresses by mail and fax.
13. The Trust Committee and the Commission agree that this Protocol Agreement may be amended at any time by mutual written consent and agree to jointly review the Protocol Agreement on an annual basis.
14. The Trust Committee and the Commission acknowledge and agree that this agreement will not be interpreted as prejudicing or affecting the rights and powers of the Trust Committee, the Trust Council, the Commission or the Board of the Capital Regional District in the exercise of their functions under any public or private statute, regulation or bylaw.

**WITHHOLDING OF BUILDING PERMITS
LETTER OF ADMINISTRATIVE UNDERSTANDING
BETWEEN STAFF ADMINISTRATIONS OF
THE ISLANDS TRUST
AND
THE CAPITAL REGIONAL DISTRICT**

WITHHOLDING OF BUILDING PERMITS

LETTER OF ADMINISTRATIVE UNDERSTANDING BETWEEN STAFF ADMINISTRATIONS OF THE ISLANDS TRUST AND THE CAPITAL REGIONAL DISTRICT

WHEREAS the Island Trust (Trust) has jurisdiction over an area that has been established as a provincial land trust under the *Islands Trust Act*;

AND WHEREAS the Trust, through its Local Trust Committees, has local government jurisdiction under Section 27 of the *Islands Trust Act* for land use regulation in those local trust areas within the 'Salt Spring Island' and 'Outer Gulf Islands' electoral areas of the Capital Regional District;

AND WHEREAS the Capital Regional District (District) has functional jurisdiction on Salt Spring Island and the Outer Gulf Islands for Building Inspection under Building Regulation Bylaw No. 1042 (*Municipal Act Part 21*);

AND WHEREAS the Local Trust Committees are in an inter-dependent relationship with the Regional District Board on the matter of withholding of building permits, under Section 35 of the *Islands Trust Act*, in order to exercise the powers conferred on the Local Trust Committees through application of Section 981 of the *Municipal Act*;

AND WHEREAS the staff of the Trust and the District wish to make an agreement at the administrative level to facilitate the proper performance of the obligations of the Trust and the District within their respective spheres of jurisdiction;

NOW THEREFORE both parties agree in principle as follows:

1. The intent of the Trust and the District is to improve communication between the Trust and the District, and to state mutual understanding with respect to the withholding of Building Permits pursuant to Section 981 of the *Municipal Act*.
2. The Trust and the District agree that the broad purpose of Section 981 of the *Municipal Act* is to provide machinery to prevent developments, which comply with existing zoning but will be in conflict with proposed zoning, from being advanced during the time-period required to enact a bylaw that is under preparation.
3. Time is of the essence for the withholding of a permit pursuant to Section 981 of the *Municipal Act*.
4. The Trust acknowledges the need for, and undertakes to give, early notice and full disclosure to the District of any:
 - a) Rezoning application or Local Trust Committee resolution that directs the preparation of a bylaw amendment that would have the effect of creating a conflict between potential developments proposed in any application for a building permit and the proposed bylaw or rezoning application.
 - b) Contemplated action or enactment of resolutions to withhold building permits for 30 days and, potentially, for a further 60 days pursuant to Section 35 of the *Islands Trust Act*.
5. The District acknowledges the need for the Capital Regional District to give early notice and full disclosure to the Trust of any application for a building permit that would be subject to any notice or disclosure provided in Section 4 of this Letter of Administrative Understanding, and further undertakes to not issue a building permit until the Trust has responded to the District's notice and disclosure.
6. The parties acknowledge that:
 - a) To calculate time in relation to the 30 days and the 60 days, Section 2 of the *Municipal Act* states Section 25 of the *Interpretation Act* applies to the calculation of time. Section 25 of the *Interpretation Act* excludes the first day and includes the last day, and if the time falls or expires on a holiday, it is extended to the next day that is not a holiday. If the time for doing an act in a business office falls or expires on a day when the office is not open during the regular business hours, the time is extended to the next day that the office is open.
 - b) To calculate time in relation to the "at least 7 days prior" reference in Section 981(2) of the *Municipal Act*, both the first and last days are excluded.

7. The Trust and the District understand that the regular District Board meetings are normally held on the second and fourth Wednesday of the month at 1:30 p.m., except in July and August, when the meetings are held on the second Wednesday of these months. The Trust may access the Board at short notice by relaying withholding resolutions through the General Municipal Services Committee, which meets in the morning of all regular District Board meetings.
8. The Trust and the District agree that the District has authority for building regulations pursuant to Building Regulation Bylaw 1042 and subsequent amendments thereto.
9. The Trust and the District agree that Building Regulation Bylaw No. 1042 provides that the authority having jurisdiction shall issue a permit or permits for which:
 - a) A completed application has been made,
 - b) The proposed work set out in the application conforms with the Building Regulation Bylaw No. 1042, the Building Code and any other applicable bylaw, and
 - c) The applicant for a permit has Paid the fees set out in Appendix A to the Building Regulation Bylaw No. 1042.
10.
 - a) The Trust and the District agree that the Senior Building Inspectors of the District have sole discretion to decide whether or not an application for a Building Permit is complete (as determined by the *Taina Developments vs. City of New Westminster* case).
 - b) The Trust and The District agree that, where the District is uncertain as to whether the proposed use of a building or structure that is the subject of a Building Permit application is permitted by the relevant Trust bylaw, it will so advise the Trust, and the Trust will, within five working days, advise the District whether the proposed use should be considered a permitted use under the bylaw.
11. The Trust and the District agree that a Local Trust Committee has the authority to advise the Capital Regional District, by Resolution, that a Building Permit be withheld pursuant to Section 981 of the *Municipal Act* and that the District Board will consider the advice at the next regular Board meeting as a matter of administrative convenience in these regards pursuant to Section 981 of the *Municipal Act*.
12. The Trust and the District agree that the District Board requirement to consider the advice of the Trust as a matter of administrative convenience does not preclude District staff from upholding the purpose of Section 981 of the *Municipal Act* during the review of a Building Permit application between the time the District receives notification of a resolution to withhold a building permit from the Trust and when the Board meets to consider such advice provided that it does not fetter the responsibilities of the District.
13. The Trust and the District agree that, during the 30 day period referred to in S. 981 (1), consultations between staff representatives shall be scheduled to review the likelihood of direction to withhold for a further 60 days, or to consider granting the permit, with the imposition of mutually agreed-upon conditions relative to the public interest, having regard for the plan or bylaw under preparation.
14. The Trust and the District agree to keep each other fully advised on any decisions or anticipated actions as soon as possible, given the time limitations established by Section 981 of the, *Municipal Act*.
15. The Trust and the District agree that they will immediately notify the other party, by phone and fax correspondence, of any extra third party agreement, pertinent to a withholding permit action, with respect to implementation of Section 35 of the *Islands Trust Act* or Section 981 of the *Municipal Act* or C.R.D. Building Regulation Bylaw No. 1042 (*Municipal Act*, Part 21).
16. The Trust and the District agree that while a Building Permit application can be received in the absence of an associated necessary Development Variance Permit, the District Building Inspector will not issue the Building Permit until the Development Variance Permit has been issued by the Local Trust Committee having jurisdiction.
17. The Trust and the District agree that while a Building Permit application pertaining to a designated Development Permit Area can be received in the absence of an associated necessary Development Permit, the District Building Inspector will not issue a Building Permit until the required Development Permit has been issued by the Local Trust Committee having jurisdiction.
18. The Trust and the District agree that while a Building Permit application pertaining to a property that is the subject of a Board of Variance appeal can be received in the absence of an associated necessary variance allowance, the District Building Inspector will not issue a Building Permit until any required variance is allowed by the Board of Variance having jurisdiction.

19. The Trust and the District agree that an application for a Commercial, Institutional, Industrial or Multi-Family Building Permit must conform with all applicable Trust and District Bylaws, as well as: the requirements of the Ministries of Environment, and Health, and Transportation and Highways; local Fire Department requirements for local access; water supply and evidence of adequate potable water; satisfactory design of site services including roads, parking, site drainage, water and sewer services; Islands Trust confirmation in writing that the proposal is consistent with the provisions of the zoning bylaw and that Development Permits or Amendments to the Development Permits, or other necessary permits (e.g. Development Variance Permits, Temporary Commercial and Industrial Use Permits, Board of Variance Approvals, etc.), have been issued.

20. The Trust acknowledges that it, and not the District, bears the sole responsibility for any liability for damages claimed under s. 981 (4) of the *Municipal Act*.

The Trust's responsibility under ss. 981 (1) and (3) extends to the payment of the District's costs and expenses and any damages awarded against the District in third party mandamus actions or claims for damages brought against the District as a result of the District withholding permits under s. 981 (4) as directed by a local trust committee.

The District acknowledges that it bears the sole responsibility for costs and damages attributable to the failure of the District to follow statutory requirements or to negligent acts or omissions of the District.

21. In recognition of the administrative basis of this understanding, it is acknowledged that nothing in this agreement between staff precludes the Trust or the District from seeking legal recourse against the other party for exceeding or improperly exercising its jurisdiction.

21. Correspondence pursuant to this agreement will be confirmed in writing and by Fax.