

# Sample: AAC Council Members' Volunteer Contract



Courtesy of City of Surrey

The sample AAC contract is drawn from the City of Surrey publication—*Council Appointed Volunteer Orientation Package* (current as of November 2024) and includes sections on Volunteer Policy, Meeting Procedures, City Values and Acknowledgement of Expectations. The Ministry thanks the City of Surrey for permission to use this document as an example for other communities wishing to pursue the creation of an Agricultural Advisory Committee.



Council-appointed volunteers are expected to read and adhere to relevant policies and procedures of the City of Surrey. Further, volunteer members are required to sign and return Form 1A confirming that they understand and agree to adhere to the information provided.

**1. City Policy Q-23 - Volunteer Policy**

Section 4 of Policy Q-23 – Volunteer Policy provides information related to Council appointed volunteers. The policy includes two forms for signature: Council Appointed Volunteer Code of Ethics and Council Appointed Volunteer Confidentiality Agreement. Signed forms should be provided to the administrative assistant supporting the committee prior to the volunteer attending their first meeting.

**2. Meeting Procedures**

Information provided in the document entitled “Meeting Procedures” is general and procedural information for meeting conduct.

**3. City Values**

The City of Surrey's values serve to guide how we do our work and are fundamental to the relationships we have with each other as well as with members of the public at large. The expectation is that you will review them and embrace these values as you participate as a volunteer member.

**4. Acknowledgement of Expectations**

The Acknowledgement of Expectations document is a checklist and affirmation of review, understanding and agreement to adhere to the expectations of Council appointed volunteer members. Return this completed document to the administrative assistant.



# CITY POLICY

No. Q-23

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**REFERENCE:**  
REGULAR COUNCIL MINUTES

**APPROVED BY:**  
**DATE:**  
**HISTORY:**

**CITY COUNCIL**  
26 JULY 1999 (RES.R99-2033)  
6 JULY 1998 (RES.R98-2060)

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**TITLE: VOLUNTEER POLICY**

**Section**

1. Opportunities and Guiding Principles
2. Definition and Categories  
Policy Summary
3. Insurance Coverages and Immunity
  - General Liability Insurance
  - Excess Auto Liability Insurance
  - Workers' Compensation
  - Accidental Death & Dismemberment Insurance
  - Orientation/Training
  - Immunity
4. Council-Appointed Volunteers
  - Volunteers
  - Code of Ethics
  - Confidentiality Agreement
5. Individual Volunteers to Programs/Events
  - Volunteers
  - Code of Ethics
  - Confidentiality Agreement
6. Volunteers Groups (Adopt-a-Street)
  - Volunteers
  - Code of Ethics
  - Letter to Schools and Youth Organizations
7. Volunteer Firefighters
  - Volunteers
  - Confidentiality Agreement

## **Section 1      OPPORTUNITIES & GUIDING PRINCIPLES**

### **1.1              Opportunities**

Volunteering in the City of Surrey offers opportunities for:

- the City and volunteers to collaborate in developing the community of Surrey,
- the City to benefit from the value of voluntary and community service,
- volunteers to develop civic pride in the giving of their time and expertise.

### **1.2              Guiding Principles**

#### Community Participation

- The City of Surrey encourages citizens to volunteer and contribute their expertise to improve their community.

#### Qualified and Dedicated People

- The City invites as volunteers, citizens with skills and qualifications to share both their time and talent freely for the benefit of their community.

#### Recognize Contributions

- The City and the community appreciate the commitment and time given by their Volunteers and recognize their valuable contributions and the spirit in which they are given.

#### Balance

- ◆ Volunteer Policies balance the interests of the community, the Volunteers and the City by ensuring that these interests are clearly defined and agreed on.

## **Section 2      DEFINITION AND CATEGORIES**

### **2.1              Volunteer Definition**

A person who, of their own free will, provides service to the community

- while under the general supervision of the City or as a member of a commission, board or committee appointed by City Council, without compensation or other consideration, or
- as a volunteer fire-fighter.

### **2.2              Categories**

- Council-appointed volunteers
- Individual volunteers
- Volunteer groups
- Volunteer firefighters

### **Policy Summary**

<b>Item</b>	<b>Individual Volunteers</b>	<b>Volunteer Fire-fighter</b>	<b>Volunteer Groups</b>	<b>Council Appointed</b>
Immunity from liability	Yes	Yes	Yes	Yes, if named in Municipal Act or By-law
General Liability Insurance	Yes	Yes	Yes	Yes
Excess auto liability insurance	Yes	Yes	No	Yes
WCB Coverage	No	Yes	No	No
Accidental death & dismemberment insurance	Yes	Yes	Yes	Yes
Awareness/ training	Yes	Yes	Yes	Yes
Selection screening	Yes	Yes	By Group Leader	Yes
Code of Ethics	Yes	No	Through Group Leader	Yes
Confidentiality Agreement	As required	Yes	No	Yes

<b>Item</b>	<b>Individual Volunteers</b>	<b>Volunteer Fire-fighter</b>	<b>Volunteer Groups</b>	<b>Council Appointed</b>
Responsibility for own property	Yes	Yes	Yes	Yes
Criminal record search	If in position of trust/working with vulnerable people	Yes	If in position of trust/working with vulnerable people	No
Driver's abstracts	If driving on City business	Yes	No	No
Identification	Same as employees	Same as employees	Appropriate to group	Same as employees

### **Section 3      INSURANCE COVERAGES AND IMMUNITY**

During the volunteer term and in the performance of the volunteer activities, volunteers will have access to the insurance and immunity outlined below. Since insurance coverage and immunity are related to the duties and responsibilities of the volunteer, the City will provide orientation, training and materials necessary to fulfill the volunteer duties.

Schools and youth organizations volunteering their students, staff or members will be responsible for the liability and insurance of their participants, and will be sent the letter in Section 6.3.

#### **3.1              General Liability Insurance**

The City's liability insurance protects both the City and the volunteer against claims from third parties, while the volunteer is performing volunteer activities. Coverage for the volunteer is in excess of any liability coverage they may already carry. This does not cover loss or damage of the volunteer's property. There is no cost to the volunteer for this liability insurance coverage.

In certain circumstances, another level of government may legally protect volunteers from liability, and provide insurance. For example, a provincial insurance policy covers volunteers under the Provincial Emergency Program, in some instances.

3.2

### **Excess Auto Liability Insurance**

The City does not insure its vehicles for collision or comprehensive damages. Therefore it is imperative that volunteers using City vehicles drive with special care and consideration to other users of the road, and not contravene any traffic laws.

The City purchases excess auto liability for volunteers using their own vehicles for City business. Should any volunteer be sued as a result of an auto accident and not have sufficient insurance to cover the loss, the City's policy will cover the loss up to the \$15 million policy limit. The City's policy is a secondary policy that applies only after the volunteer's own liability limits are exhausted. For example, if a volunteer carries \$2 million third party liability insurance on their Autoplan, and an award is made against them for \$3 million, the volunteer's policy would pay the first \$2 million, and the City policy would pay the final \$1 million.

3.3

### **Workers' Compensation**

Provincial workers' compensation plans do not include volunteers with the exception of volunteer firefighters, who are covered by the same workers' compensation coverage as City's employees.

3.4

### **Accidental Death & Dismemberment Insurance**

The City provides insurance for the accidental death or disability of volunteers who are 85 years of age or younger, and for certain medical and dental expenses as a result of an accident, as well as limited wage loss replacement applicable under specific conditions. Insurance provided by the City will not necessarily be sufficient to cover all costs or losses incurred by a volunteer as the result of an accident. Any volunteer who wishes to purchase additional insurance privately is encouraged to do so.

3.5

### **Immunity**

In addition, the *Local Government Act* (Section 287) provides volunteers with certain immunities from liability. If the volunteer is participating in the delivery of municipal services under the supervision of a municipal employee, the section establishes a statutory bar to claims against the volunteer unless the volunteer is guilty of dishonesty, gross negligence, or malicious or wilful misconduct, or has libelled or slandered another party. The Act also provides immunity to volunteers serving on commissions, boards and committees named in the Act, unless the volunteer is guilty of dishonesty, gross negligence, or malicious or wilful misconduct, or has libelled or slandered another party.

## **Section 4      COUNCIL-APPOINTED VOLUNTEERS TO CITY COMMISSIONS, BOARDS AND COMMITTEES**

### **4.1              Volunteers**

#### Selection Screening

City Council will evaluate volunteer applicants based on their expertise and experience. Those suitable will be appointed via Council resolution as members of the commission, board, or committee for whom they have applied.

#### Appointment

After selection, City Council will appoint the suitable applicant as a Member of the appropriate commission, board or committee for a specific period.

#### Performance

The volunteer will be encouraged to complete their duties and/or attend meetings on a regular basis, for which the volunteer freely gives their time and expertise to the community without financial compensation. The volunteer will be encouraged to participate in additional duties or committee work where the volunteer may have special interests and qualifications.

#### Code of Ethics

The City expects all Members to adhere to the Code of Ethics during their term of membership.

#### Confidentiality Agreement

All Members will be expected to enter into a Confidentiality Agreement.

#### Personal Property

Members are responsible for the safety and security of all their own personal property and possessions.

#### Identification

Members will use official identification provided by the City.



**Council Appointed Volunteer Code of Ethics**

As a volunteer appointed by City Council I agree to adhere to a Code of Ethics during my term as follows:

**I pledge:**

1. To provide my time as a volunteer in the best interest for the City of Surrey.
2. To place honesty and integrity above all else and to promote the City of Surrey.
3. To comply with all written policies and guidelines that have been provided relevant to the commission, board or committee on which I will serve.
4. To maintain an equitable, honourable and cooperative relationship with City Council in matters relating to the commission, board or committee activities.
5. That I will not use my position as a volunteer to grant special privileges to any person or group, or to enter into activities that are a conflict of interest.
6. That I will not use my position as a volunteer for business or personal benefit or gain.

Signed at the City of Surrey, British Columbia this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**Council Appointed Volunteer Confidentiality Agreement**

1. I agree that any written information that has been disclosed to me as "confidential" during my term will remain in the strictest confidence.
2. I agree that all "confidential" material that has been given to me as a result of my membership in the commission, board or committee is the exclusive property of the City and will be maintained in a secure and confidential manner, and returned to the City at the end of the volunteer term.
3. I agree not to publicize any of the confidential aspects of my work orally or by written word or any other medium of communication.
4. I agree to exercise due care to ensure that any information that I may give to others in the course of my term will be given only to persons I believe are entitled to receive such information.

I confirm that I have read the above statements and agree with them. I will adhere to all confidential requirements contained in this agreement or as otherwise directed to me in writing by City Council during my term.

Signed at the City of Surrey, British Columbia this \_\_\_\_ day of

\_\_\_\_\_.

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

## Meeting Procedures

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Advisory committees and statutory committees follow the Meeting Procedures provided it is not inconsistent with the committee's enabling statute, establishing bylaw, *Local Government Act*, *Community Charter*, *Council Procedure Bylaw No. 15300, 2004*, as amended, or Council policy. The committee may also rely upon the advice of the administrative assistant, support staff, or the City Clerk for guidance.

### **Terms of Reference**

Advisory committees have terms of reference which are established by Council to outline the mandate, membership and specific procedures of the committee. Commissions and boards have this information provided by legislation.

### **Role of the Chair**

A member of Council is usually appointed as the chair for advisory committees. It is the chair's role to lead the meeting, follow the agenda, be mindful of time, manage the speaking order of committee members, rule on points of order and maintain order.

The following identifies more specific duties of the chair:

- Check if a quorum is present and open the meeting at the prescribed time;
- Announce the business as listed on the agenda;
- Recognize members who are entitled to speak, in the order in which they request to speak;
- Enforce the rules of decorum;
- Expedite business;
- Make the appropriate ruling relative to questions of order and respond to parliamentary enquiries; and
- Conclude the meeting on time and declare the meeting adjourned.

### **Quorum**

Quorum is required for a committee meeting to proceed. The set minimum number of required members present to achieve a quorum is based on the committee terms of reference. Quorum for a statutory committee meeting is determined by the enabling statute or establishing bylaw.

### **Respectful Debate**

Committee members are encouraged to prepare for meetings by reading through their agenda materials ahead of time, arriving at the meeting on time, being respectful of others and not interrupting a member when they have been recognized to speak. Staff attend meetings to provide background information before discussion begins. As there may be several items to discuss on the agenda, members are reminded to confine discussion to the topic at hand.

During a discussion, all committee members are encouraged to share their thoughts and opinions. Members who wish to speak to an item a second time are asked to wait until all

## Meeting Procedures

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members have had a chance to speak. Members are reminded to always remain courteous and avoid personal attacks. The goal of each meeting is to provide feedback from all perspectives.

### **Voting**

All voting members of a committee, including the chair, may make or second motions, debate motions and vote on any question before them. In the event of a tie vote, the motion is considered defeated. In accordance with the *Community Charter*, Section 123(4), any member who abstains from voting, without having first declared a conflict of interest and leaving the meeting, is deemed to have voted in the affirmative.

### **Steps to Consider when Voting on a Motion**

A committee resolution is a decision of the committee and may include a recommendation for Council to take some action. Resolutions are recorded in the minutes and forwarded to Council for consideration.

- 1) The first step of a motion is for a committee member to make the motion by stating, "I move that..."
- 2) The next step is for another committee member to second the motion by stating, "I second the motion."
- 3) The Chair then states the motion, "It is moved and seconded that..." and then opens the floor to debate by stating, "Is there any discussion?" and the committee members debate the motion.
- 4) Once the debate is complete, the chair calls the question by asking, "Those in favour?" and all in favour raise their hands, "Those opposed?" and all opposed raise their hands. Members who do not raise their hand will be recorded as voting in favour of the motion.
- 5) The chair of the committee announces the result by stating whether the motion passes or is defeated. A vote resulting in a tie fails. The chair will state the names of members voting in opposition for recording in the minutes.

### **Conflict of Interest**

A conflict of interest exists if a committee member is a director, member or employee of an organization seeking to benefit from the City or if the committee member has a direct or indirect pecuniary (financial) interest in the outcome of committee deliberations. Committee members who have a conflict of interest with a topic being discussed must declare that they have conflict of interest, describe the nature of the conflict and leave the room during any discussions and voting thereon. The committee member's declaration of a conflict of interest and the committee member's exit from and return to the meeting is recorded in the minutes.

A conflict of interest does not exist if the pecuniary interest of the committee member is in common with members of the general municipality or the pecuniary interest is so remote or

## **Meeting Procedures**

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insignificant that it cannot reasonably be regarded as likely to influence the member in relation to the matter.

Committee members are responsible for determining, advising and taking the appropriate action when they have a conflict of interest.

City of Surrey employees may not be appointed to serve on City of Surrey Committees, Commissions or Boards. In the event a serving member of a Committee, Commission or Board accepts a position of employment with the City of Surrey they must step down from their appointed position.

### **Authority**

Statutory committees have authority specifically outlined in their enabling statute or establishing bylaw. Advisory committees do not have the authority to communicate on behalf of the City of Surrey, to pledge the credit of the City or authorize any expenditure on behalf of the City except as expressed in the committee terms of reference.

The Committee and its members will not represent themselves as having any authority beyond that delegated in the terms of reference approved by Council.

### **Reporting to Council**

Advisory committees report to Council through the committee minutes and specific recommendations provided for Council's consideration. If it is deemed appropriate, staff reports will also accompany the committee minutes.

## City of Surrey Values

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The City of Surrey's values serve to guide how we do our work and are fundamental to the relationships we have with each other as well as with members of the public at large.

The expectation is that you will review the City's values and embrace them as you participate as a committee member.

### **Community**

We care about and contribute to the broader well-being of the community. We strive to make Surrey a great place for our citizens to live, work, invest, recreate and raise a family.

### **Innovation**

We welcome change. We actively look for leading-edge initiatives and welcome new approaches and original thinking. We are committed to continuous improvement; we recognize all experiences as important learning opportunities.

### **Integrity**

We are honest. We are accountable for our decisions. We meet our commitments. We are forthright in our communications. We understand and comply with all laws, regulations and policies.

### **Service**

Customers are important to us. We want to help our customers. We seek to understand our customers' needs, and actively work to achieve responsive balanced solutions.

### **Teamwork**

We support each other. We trust each other. We respect each other. We take a City-wide view of the challenges we face. We value everyone's ideas.

**Acknowledgement of Expectations**

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1. I acknowledge that I have reviewed and understand the City of Surrey's expectations for Council appointed volunteer members as outlined in the Council Appointed Volunteer Orientation Package.
2. During my term appointed to a City committee, commission or board, I agree to adhere to the City's policies and procedures as follows:
  - a. City Policy – Q-23 - Volunteer Policy
  - b. City of Surrey Values
  - c. Meeting Procedures

Signed this \_\_\_\_ day of \_\_\_\_\_.

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Name (Please print)

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Signature

The City of Surrey is collecting this information under s.26 (c) of the *Freedom of Information and Protection of Privacy Act*. For questions regarding the collection of personal information, please contact the City Clerk in writing at 13450-104 Ave, Surrey, V3T 1V8, or via phone at (604) 591-4380.

**Section 4.2, Council Policy Q23 – Volunteer Policy**

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**4.2****Council Appointed Volunteer Code of Ethics**

As a volunteer appointed by City Council I agree to adhere to a Code of Ethics during my term as follows:

**I pledge:**

1. To provide my time as a volunteer in the best interest for the City of Surrey.
2. To place honesty and integrity above all else and to promote the City of Surrey.
3. To comply with all written policies and guidelines that have been provided relevant to the commission, board or committee on which I will serve.
4. To maintain an equitable, honourable and cooperative relationship with City Council in matters relating to the commission, board or committee activities.
5. That I will not use my position as a volunteer to grant special privileges to any person or group, or to enter into activities that are a conflict of interest.
6. That I will not use my position as a volunteer for business or personal benefit or gain.

Signed at the City of Surrey, British Columbia this \_\_\_\_ day of \_\_\_\_\_

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Name (Please print)

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Signature

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Address

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Phone Number



**Section 4.3, Council Policy Q23 – Volunteer Policy**

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**4.3****Council Appointed Volunteer Confidentiality Agreement**

1. I agree that any written information that has been disclosed to me as "confidential" during my term will remain in the strictest confidence.
2. I agree that all "confidential" material that has been given to me as a result of my membership in the commission, board or committee is the exclusive property of the City and will be maintained in a secure and confidential manner, and returned to the City at the end of the volunteer term.
3. I agree not to publicize any of the confidential aspects of my work orally or by written word or any other medium of communication.
4. I agree to exercise due care to ensure that any information that I may give to others in the course of my term will be given only to persons I believe are entitled to receive such information.

I confirm that I have read the above statements and agree with them. I will adhere to all confidential requirements contained in this agreement or as otherwise directed to me in writing by City Council during my term.

Signed at the City of Surrey, British Columbia this \_\_\_\_ day of \_\_\_\_\_

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Name (Please print)

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Signature

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Address

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Phone