



Islands Trust

# Service Contract (Minute Takers)

## THE ISLANDS TRUST COUNCIL

at the following address:

200-1627 Fort Street  
Victoria, BC V8R 1H8

Contract  
Number: \_\_\_\_\_

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

(the "Contractor") at the following address:  
Address: \_\_\_\_\_

GIVEN THAT THE TRUST COUNCIL WISHES TO ENGAGE THE CONTRACTOR TO PROVIDE CERTAIN SERVICES TO THE TRUST COUNCIL AND THE CONTRACTOR WISHES TO CONTRACT WITH THE TRUST COUNCIL TO PROVIDE SUCH SERVICES TO THE TRUST COUNCIL, THIS AGREEMENT IS EVIDENCE THAT, IN CONSIDERATION OF THE PROMISES AND PAYMENTS HEREIN SET OUT, AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND SUFFICIENCY OF WITH EACH PARTY ACKNOWLEDGES), THE TRUST COUNCIL AND THE CONTRACTOR AGREE AS FOLLOWS:

### PART "A" – SERVICES

(a) SERVICES – as per APPENDIX A

(b) TERMS: From: April 1, 2016 To: March 31, 2017

### PART "B" – CONTRACT PRICE

(a) Contract Price: As and when work performed at the request of Islands Trust at those rates outlined in (c).

(b) Fees: N/A

(c) Rate: Notice Delivery Rate - \$19.00 per hour  
Minute taking/transcribing Rate - \$22.05 per hour

(d) Expenses: Mileage rate for notice delivery at \$0.53 per km  
See Appendix A Additional Information under Section 4 called travel expense reimbursements

(e) Billing AFTER EACH MEETING

Please submit your minutes, recorded files (if any) and your invoices by email to \_\_\_\_\_

### PART C – TERMS AND CONDITIONS

The Contractor shall provide the Services in accordance with all terms and conditions set out in Schedule A.

### PART "D" – INSURANCE

1. The Contractor is responsible for vehicle insurance required for the performance of their duties under this contract.
2. The Trust Council agrees to cover the Contractor under the Trust Council's own comprehensive general liability insurance coverage, as it may extend to independent contractors.
3. Worksafe BC Insurance - Contractors should be aware that they are not covered under Islands Trusts Worksafe BC Insurance or any other similar legislative scheme in force in any jurisdiction where the services are performed or provided.

Contractors may want to explore their own coverage under Worksafe's [Personal Optional Protection Insurance](#) available for self-employed workers. The monthly rates are dependent on the amount of insurance you opt for and the classification of the work assigned by Worksafe BC. The minimum coverage offered by Worksafe under the Personal Optional Protection Insurance is \$1,800. If, upon application, your work is classified as "work for a

Local government or related operation" the cost of this insurance would be approximately \$36.50 per month. Please see Appendix A Guidelines for Billing section for additional information.

**PART "E" – ADDITIONAL TERMS**

1. All digital information, content, reports, data, databases, graphics, maps, interfaces, texts, and files recorded, given, sent or transferred by the Trust Council to the Contractor via floppy disk, CD-Rom, e-mail, or other method of transmission during the Term (collectively, the "Data") is confidential in nature and the Contractor agrees to treat this data and information accordingly. The Trust Council grants the Contractor the limited non-exclusive license to use the Data for the Term, for the performance of the Services. The Contractor agrees to not release any part of the Data to a third party or grant access to any other organizations or persons. The Contractor shall not de-compile, disassemble, reverse engineer, copy or otherwise use the Data except as in accordance with this Agreement.
2. The Contractor indemnifies and saves harmless the Trust Council, its board members, officers, employees, agents, and assigns from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way, directly or indirectly arising the Contractor's use or failure to use the Data.
3. The Contractor acknowledges and agrees to the following limited warranty and limitation on rights and remedies:
  - a) The Trust Council provides the Data to the Contractor "as is," without warranty of any kind, express or implied, including but not limited to the implied warranties of accuracy, completeness, and fitness for any particular purpose with respect to the Data and any accompanying written materials and without any representations as to ownership of or copyright in the Data;
  - b) In no event shall the Trust Council be liable to the Contractor or any other party for losses or damages, including any loss of profits, lost savings, injury to property, or other incidental or consequential damages arising out of the Data, including but not limited to financial losses from use of or reliance on Data, loss or corruption of Data, and computer viruses, or the Contractor's inability to use the Data, even if the Islands Trust has been advised of the possibility of such damages; and
  - c) The Contractor assumes and accepts all risks, damages and hazards in connection with the accuracy, completeness, results, performance, use or inability to use the Data.
4. Upon completion of the project comprising the Services, the Contractor agrees to return all Data and remove all Data from the Contractor's information systems, unless otherwise required by Trust Council.

**IN WITNESS WHEREOF** the parties hereto have duly executed this agreement as of March 18, 2016.

**SIGNED AND DELIVERED** on behalf of The Islands Trust Council by an authorized representative of The Islands Trust Council.

Signature of Authorized Representative

\_\_\_\_\_

Print Name of Authorized Representative and Date of execution below:

Name: Cindy Shelest – Director, Administrative Services

Date: \_\_\_\_\_

**SIGNED AND DELIVERED** by an authorized signatory of the Contractor

Signature of Authorized Representative

\_\_\_\_\_

Print Name of Authorized Representative and Date of execution below:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A

### TERMS AND CONDITIONS

#### CONTRACTOR OBLIGATIONS

1. The Contractor will:
  - a notwithstanding the date of the execution and delivery of this agreement, provide the Services (the "Services"), during the term (the "Term"), both described in Part "A", at the contract price established in Part "B" and in accordance with the terms and conditions set out in this Agreement
  - b supply all labour, materials, equipment and approvals necessary to provide the Services at its own expense;
  - c upon request of the Trust Council, fully inform the Trust Council of the work done by the Contractor in connection with the provision of the Services and permit the Trust Council at all times to inspect, review and copy all accounting records, findings, data, specifications, drawings, working papers, reports, documents and material (collectively the "Material"), whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this Agreement;
  - d not assign this Agreement, nor subcontract any of its obligations, to any person, firm or corporation without the prior written consent of the Trust Council. No subcontract will relieve the Contractor from any of its obligations under this Agreement;
  - e comply with all applicable municipal, provincial and federal laws;
  - f at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services;
  - g at all times treat as confidential all information or material supplied to or obtained by the Contractor or its subcontractors as a result of this agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Trust Council;
  - h be an independent contractor and not the servant, employee or agent of the Trust Council;
  - i accept instructions from the Trust Council, with respect to the Services provided that the Contractor will not be subject to the control of the Trust Council in respect of the manner in which such instructions are carried out except as specified in this Agreement;
  - j not in any manner whatsoever commit or purport to commit the Trust Council to the payment of any money except pursuant to this agreement;
  - k establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the Trust Council;
  - l indemnify and save harmless the Trust Council, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Trust Council may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or Sub-contractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Trust Council;
  - m during the Term, provide, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Part "D", as amended from time to time in accordance with directions of the Trust Council; and

#### THE CONTRACT PRICE

1. Fees will be based on the rate set out in Part "B" as the "Rate".
2. The Contractor will submit written statements of account to the Trust Council commencing no sooner than the date set out in Part "B" as the "Billing Date" and thereafter as specified in Part "B".

#### TRUST COUNCIL OBLIGATIONS

3. The Trust Council will:
  - a subject to the terms of this agreement, pay to the Contractor the Contract Price in full payment and reimbursement for providing the Services based on the fees and expenses set out in Part "B" and the Contractor will accept the same as full payment and reimbursement as aforesaid;
  - b make available to the Contractor all available information considered by the Trust Council to be pertinent to the Services.

#### TERMINATION

4. In the event of a substantial failure to a party to comply with the provisions of this Agreement, this Agreement may be terminated by the other party on written notice.
5. The Trust Council may, in its sole discretion, terminate this Agreement on 10 days written notice.<sup>6</sup> Where the Contractor fails to comply with the provisions of this Agreement, the Trust Council may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

#### GENERAL

- 7 This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
8. Time will be of the essence in this agreement.
9. Any notice required to be given hereunder will be delivered by hand or mailed by prepaid registered mail to the addresses on the reverse of this Agreement (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice mailed will be deemed to be received 48 hours after mailing.
10. This agreement will be binding upon the Trust Council and its assigns and the Contractor, its successors and permitted assigns.
11. A waiver of any provision or breach by the Contractor of this agreement will be effective only if it is in writing and signed by the Trust Council and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this agreement.
12. The Material and any property provided by the Trust Council to the Contractor or subcontractor will:
  - (a) be the exclusive property of the Trust Council; and
  - (b) be delivered by the Contractor to the Trust Council immediately upon the Trust Council giving notice of such request to the Contractor.
13. The copyright in the Material will belong at all times exclusively to the Trust Council and the Contractor hereby assigns the Trust Council its copyright in all Material produced or provided by the Contractor under this Agreement
14. The Schedules to this Agreement (including this Schedule A) form an integral part of this agreement. Unless the context otherwise requires, any reference to "this Agreement" means the instrument and all of the Schedules attached to it and all documents, manuals or publications referenced in the Schedules and any reference in this Agreement to any Part, section, subsection, appendix or paragraph by number is a reference to the appropriate article, section, subsection or paragraph in this Agreement.
15. Where the Contractor is a corporation the Contractor hereby represents and warrants to the Trust Council that the signatory has been duly authorized by the Contractor to enter into this agreement without corporate seal on behalf of the corporation.
16. No amendment or modification to this agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
17. This Agreement, and any amendment made pursuant to section 16, constitutes the entire Agreement between the parties.
18. Sections 1(c), 1(h), 1(l), and 13 of this Agreement will, notwithstanding the expiration or earlier determination of the Term, remain and continue in full force and effect.



## APPENDIX A MINUTE TAKER SERVICE DESCRIPTION

### **DUTIES AND RESPONSIBILITIES**

Duties and responsibilities include:

1. Recording, preparation and certification of minutes of Local Trust Committee meetings including but not limited to:
  - Business meetings
  - Closed (in camera) meetings
  - Special meetings
  - Community information meeting
  - Public Hearings
2. Complete and submit all draft minutes, notes, reports, and recommendations to the Islands Trust within 7 calendar days following the meeting.
3. When draft minutes are submitted, forward audio recorded files of a meeting to the appropriate Islands Trust office, for filing and subsequent destruction after one year from the date of the meeting. Where the minute taker retains a copy of the audio recording, in addition to that forwarded to the Islands Trust office, the minute taker will destroy his or her copy once the minutes have been adopted. The exception to this is where Islands Trust assumes the responsibility of audio recording meetings.
4. Return signed originals of all approved minutes with proper certifications to the Islands Trust within 7 calendar days following receipt.
5. Distribution of notices to residents and signed delivery confirmation pursuant to statutory requirements of the Local Trust Committee.
5. If so appointed by the Local Trust Committee, act as Secretary to an Advisory Planning Commission or as a minute taker to the Board of Variance to undertake duties as provided for in the relevant Bylaw.

It is the responsibility of the minute taker to record all of the meeting details as represented in the meeting so that the minutes forwarded to the Islands Trust are a complete record of the meeting. It is also the responsibility of the minute taker to ask, while at the meeting, for clarification on the spelling of people's names, the wording of resolutions, and any other information that needs to be recorded in the minutes. The minute takers can also contact any Islands Trust staff who attended the meeting to help clarify what exactly occurred.

The contractor is expected to produce minutes on a Windows PC and submit the product to Islands Trust as a Microsoft Word document by email to the email address specified in Part B section (e).

## **STANDARDS OF CONDUCT**

Duties and responsibilities shall be conducted in accordance with Islands Trust's policies, procedures, guidelines, rules and handbooks that are published, updated and made available to the Minute Taker by the Islands Trust.

### **a) Confidentiality**

Keep information received in any form confidential. Information must not be disclosed, released or transmitted to anyone other than persons who are authorized to receive it. Confidentiality of this information continues to apply even after the contractor relationship ends.

### **b) Professionalism**

Act in a professional manner while present at meetings or hearings where under contract to record Islands Trust business. This includes keeping a neutral demeanour throughout the meeting including facial expression and body language. Refrain from involvement in agenda evaluation, decision making, and interaction among meeting members.

### **c) Performance Expectations**

Islands Trust endeavours to support minute takers with appropriate training and orientation as well as on-going support so that high quality minutes are produced. However, if the quality of the minutes or standard of conduct is consistently below expectations, the situation will be reviewed by Islands Trust management.

## **ADDITIONAL INFORMATION**

### **1. Training and Orientation**

Newly appointed minute takers will be required to attend an orientation and training session either in person, by telephone or electronically. Minute takers will be reimbursed for related time and travel expenditures.

### **2. Guidelines for billing**

The hours to be billed to Islands Trust would be the length of time to attend the meeting, plus the actual time taken to prepare the minutes. Invoices shall be submitted as outlined in Part B section (e).

Where you choose to sign up for the Worksafe BC Personal Optional Protection Insurance, as outlined in Part D, you will be reimbursed upon submission of your invoice with the original Worksafe BC receipt attached.

### **3. Travel Expense reimbursements**

Vehicle mileage for delivery of notices or other travel authorized by Islands Trust Staff or Trustees will be reimbursed at the same rate provided under BC Provincial guidelines as indicated in Part B section (d). Should a rate change occur during the period of the contract, the contractor will be notified as to the new rate and effective date. Other additional travel costs may be authorized for reimbursement by Islands Trust Staff. Islands Trust Staff will coordinate the booking of accommodations that may be required. Contractors must retain and submit the original receipts for any additional travel costs - for example, ferry tickets, hotel stays, food, etc.

### **4. Computer and Equipment Costs**

The contractor is expected to supply and maintain, at their own cost computer equipment, internet connection, and any other office equipment which may be required.