



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: _____

Phone: _____

Email: _____

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, 2022 To: _____ March 31, 2023

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 - \$19.50 per hour Minute taking/transcribing Rate - \$24.60 per hour (d) Expenses: Automated Vehicle Mileage rate for notice delivery at \$0.55 per kilometer See Appendix A Additional Information under Section 4 called travel expense reimbursements

(e) Billing

AFTER EACH MEETING Submit your minutes, recorded files (if any), and your invoices on the template provided by Islands Trust 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 from 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 Trust Council 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.
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IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of _____.

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: **RPM RESPONSIBLE FOR MINUTE TAKER**

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:

Print 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.
6. 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

1. Recording, preparing and certifying minutes of Local Trust Committee meetings including but not limited to:
 - Local Trust Committee Regular Business meetings
 - Local Trust Committee Closed (in camera) meetings
 - Local Trust Committee Special meetings
 - Community Information Meetings
 - Public Hearings
 - Advisory Commission Meetings
 - Interagency meetings
 - Board of Variance Hearings
2. Complete and submit all draft minutes, notes, reports, recommendations, and invoices for services to the Islands Trust within seven (7) calendar days following the meeting.
3. Any meeting recordings, either audio, visual, or both, must be submitted to Islands Trust along with submission of draft minutes for retention by Islands Trust and subsequent destruction in accordance with Trust-approved records management timelines. If a minute-taker retains a copy of the meeting recording, in addition to the recording forwarded to the Islands Trust office, the minute-taker will destroy that copy immediately after the minutes have been adopted at the next regular meeting.
4. Return signed originals of all approved minutes with proper certifications to the Islands Trust within seven (7) calendar days following receipt.
5. Distribute notices to residents and provide signed delivery confirmation pursuant to statutory requirements of the applicable Local Trust Committee.
6. If requested by Islands Trust staff, 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.
7. 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 and accurate 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.
8. All meeting minutes should be submitted free of spelling and grammar errors, and should be appropriately formatted in accordance with formatting instructions outlined in the *Islands Trust Minute Taking Guidelines* attached at Appendix B. Minutes submitted that do not meet the required standards will be returned to the minute taker for proper updating. Invoice submissions associated with the minutes in question will not be approved for payment until minutes have been completed to satisfactory standards of Islands Trust.
9. The contractor will prepare minutes on a computer supplied by themselves, using the minutes template provided by the Islands Trust and submit the final product to Islands Trust as a Microsoft Word document via 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 including Trust Council Policy 6.13 called Islands Trust Minutes Guidelines, procedures, guidelines, rules and handbooks that are published, updated and made available to the Minute Taker by the Islands Trust.

1. 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.

2. 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 facial expression and body language and refraining from speaking during the meeting unless requested by an Islands Trust representative or to clarify information to be recorded in the minutes. Otherwise refrain from involvement in agenda evaluation, decision making, and interaction among meeting attendees.

3. 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. If, despite the provision of adequate training and orientation, the quality of the minutes or standard of conduct fails to consistently meet expectations, the situation will be reviewed by Islands Trust management and the contract may be terminated solely at their discretion.

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 may also be required to undertake supplemental training at the request of Island Trust. 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 on the template provided by Islands Trust as outlined in Part B section (e).

3. Travel Expense reimbursements

Automated 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). If an automated vehicle mileage rate change occurs during the period of the contract, the contractor will be notified as to the new rate and its effective date.

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 additional travel costs - for example, ferry tickets, hotel receipts, meals, etc.

4. Computer and Equipment Costs

The contractor is expected to supply and maintain, at their own cost, computer equipment, a reliable internet connection, and any other office equipment which may be required for the purpose of fulfilling the duties described in this agreement.

Policy:	6.13
Approved By:	Trust Council



Approval Date:	June 13, 2012
Amendment Date(s):	
Policy Holder:	Legislative Services Manager

APPENDIX B ISLANDS TRUST MINUTES GUIDELINES

Purpose

1. To provide guidelines for the preparation of meeting minutes for all Islands Trust bodies.
2. To provide for a high standard of organizational minute taking, which includes consistency of format and general content of minutes across all Islands Trust bodies.
3. To ensure that properly called and constituted meeting minutes are recorded, prepared, distributed and filed in a consistent manner and available for public viewing in keeping with statutory requirements.

Scope

These guidelines apply to the minutes of all Islands Trust bodies including: Trust Council, Executive Committee, Financial Planning Committee, Regional Planning Committee, Trust Programs Committee, Islands Trust Conservancy Board, Local Trust Committees, and all standing, select, or other committees, including advisory committees and commissions appointed by these bodies, and Boards of Variance.

A. Definitions

n/a

B. Policy (Guidelines)

1. **Purpose of Minutes:** Minutes are a formal public record of all proceedings passed at meetings of Trust bodies. The minutes shall record every resolution of the body, including every resolution closing a meeting to the public, the reading and adoption of every bylaw, and every declaration made in relation to a conflict of interest.
2. **Minutes Standard:** The recommended standard for Islands Trust minutes will be *anecdotal* minutes which include the decisions/actions and objective summaries of discussion or debate leading to decisions, as deemed necessary. Ideally, such minutes contain point-form summaries of debate and discussion and do not attribute comments to individual members. This style of minutes falls in between *decision-only* and *verbatim* minutes and is the recommended standard for minutes in most cases.

3. Draft Minutes Format

3.1 Draft minutes must be prepared in accordance with Policy 6.13 Islands Trust Minutes Guidelines, in the standard format lay-out as set out in:

- Appendix 1 to Policy 6.13 (sample *open meeting* minutes); and
- Appendix 2 to Policy 6.13 (sample *closed meeting – in camera –* minutes)

which include wording for standard motions and decisions, and as prescribed in the templates designed for the electronic meeting management system used by Islands Trust. The Legislative Services Manager is authorized to create, maintain and amend the Appendices, as required from time to time, for approval by Executive Committee.

3.2 Draft minutes shall be prepared by Islands Trust staff within 7 days of the meeting.

3.3 Draft minutes shall be prepared by contract minute takers within the time period set out in the contract, which in any event must not exceed 7 days from the day of the meeting.

3.4 Minimum Content

The following are the minimum content requirements for meeting minutes:

- 3.4.1 at the beginning, list the type of meeting (e.g. regular, special, in-camera, community information, town hall, etc.);
- 3.4.2 name of the body, date and location of the meeting;
- 3.4.3 list the Council/Committee members as Present, Absent or Regrets, as appropriate;
- 3.4.4 members participating in a meeting by audio or audio/visual electronic means are deemed to be present at a meeting; indicate the method of the electronic communication in brackets after the member's name, e.g. Trustee Smith (by telephone); or, where numerous members are attending by electronic means, indicate their presence in a grouping, e.g. Present by telephone: Trustees Jones, Smith;
- 3.4.5 separately list staff and other guests present;
- 3.4.6 include full names of members, staff and guests and their respective positions or titles;
- 3.4.7 indicate the approximate number of members of the public present;
- 3.4.8 no abbreviations other than recognized planning abbreviations or standard contractions shall be used;
- 3.4.9 the time the meeting was called to order;
- 3.4.10 Chair's welcoming remarks to be included in summary or point form; if acknowledged by the chair, include a statement that the meeting is being held on First Nations territory;
- 3.4.11 list items as they appear on the agenda; the order of the agenda may be changed by the meeting participants;
- 3.4.12 document the decisions made by motion for each item listed on the agenda or added under New Business, or a specific direction not made by a motion;
- 3.4.13 if a member makes a declaration of conflict of interest under Section 100(2) of the Community Charter, or having made such a declaration and subsequently obtained legal advice makes a further declaration under Section 100(4), the Recorder shall record the declaration, the reasons given for it and the time of the member's departure from the meeting and, if applicable, the time of the member's return to the meeting;
- 3.4.14 any member who so requests may have their comment(s) recorded "for the record" in the draft minutes;
- 3.4.15 record when a member enters the meeting after it has commenced and when a member leaves or returns to the meeting;

- 3.4.16 when recording comments of a member or a chair, the member will be addressed by the title "Trustee" followed by the member's surname and the chair will be addressed by the title "Chair" followed by the chair's surname;
- 3.4.17 note time of adjournment of the meeting;
- 3.4.18 put in signature block at the end of the minutes including a line for the chair to sign, as well as a line for the recorder to certify minutes.

3.5 Discussion and Debate by Meeting Members

If discussion or debate is included it shall:

- be minimal
- be very concise
- be in summary or point form
- pertain only to the item being considered
- not attribute comments or actions to a Trust body as a whole unless the specific decision or direction is made in the form of a motion
- when summarizing member statements or positions of support or concern, qualify the reference by using the following terms: "some trustees" or "some _____ Committee members" or "trustees".

As directed by *Roberts Rules of Order*, minutes are a record of what happened at a meeting, not what was said, so leave out:

- 3.5.1 direct speech or quotes except as formal motions;
- 3.5.2 names of people making suggestions or comments unless reference is to a motion, decision, agreement to follow up, or delegation of a specific task to a named person. The exception to this is if a member expressly requests that their comment(s) be recorded "for the record";
- 3.5.3 off-topic comments or discussion;
- 3.5.4 details of a lengthy discussion that reaches no conclusion.

3.6 Common Principles for Recording Effective Minutes

Note that a quorum must be present for the meeting to begin. If a quorum is not present, the meeting may continue but no motions or decisions can be made.

To assist the chair when required, Recorders must keep track of the status of all motions on the floor as well as the order of meeting proceedings in relation to the approved agenda. Prior arrangements may be made with the chair on the most appropriate way to alert the chair to a problem or issue which arises during the meeting. Such arrangements may include passing a note, speaking up, or showing a cue card (e.g. repeat the motion, take the vote, etc.).

When recording and preparing minutes, the following general principles will apply:

- 3.6.1 completeness and accuracy in recording all motions made and actions taken;
- 3.6.2 if unsure of the wording of a motion, ask permission to read it out loud for confirmation;
- 3.6.3 professionalism (thoroughly reviewed, no typos or grammatical errors);
- 3.6.4 consistent in form and content and laid out in accordance with Islands Trust format standards so that they are clear, appealing and easy to read;
- 3.6.5 written in plain, easily understood language;
- 3.6.6 written in the third person using past tense;
- 3.6.7 minutes do not carry or imply the opinions of the recorder;
- 3.6.8 written in sufficient detail to allow a person who was not at the meeting to understand what business was transacted and the reasoning behind decisions;
- 3.6.9 where a staff member presents a staff report or other agenda material at a meeting, provide a concise executive style summary of the key issues or concepts covered; and leave out exhaustive information or minutia which is available by reading the report itself;

- 3.6.10 focus on decisions, key points, ideas, arguments and facts presented and not on the individuals present (*record points, not people*);
- 3.6.11 with the exception of agenda items such as *Trustee Reports* or *Chair's Report*, maintain a collective focus on the body as a whole and not what each individual said or did; summaries of debate or discussion shall be done in concise point-form and not in essay style;
- 3.6.12 identify details of any documents or material related to agenda items, e.g. type, author, date, subject.

3.7 Delegations

Presentations made by a delegation or speaker shall be very briefly summarized in one or two sentences, i.e. the delegation was in favour/opposed to an item on the agenda, or an indication of what the delegation wants the Islands Trust to do. Reference shall be made in the minutes to any written documentation received from the delegation that is being kept for the record including the type, author, date of material and subject.

3.8 Local Trust Committee Community Information Meetings and Town Hall Meetings

Whether as a stand-alone meeting or as a portion of a Local Trust Committee meeting, these minutes shall contain a synopsis of the issue(s) being discussed and a point form summary of the comments made by the public attending the meeting. If several members of the public raise the same views or comments, it is not necessary to restate those comments repeatedly. Public commentary may include the speaker's name; however personal information such as the speaker's street address, or email address, shall not be included in the minutes.

3.9 Motions

- 3.9.1 A motion is on the floor when it has been moved and seconded.
- 3.9.2 With the exception of Trust Council minutes, it is not necessary to record the name of the member who moved or seconded a motion. For example:
 - 3.9.2.1 Trust Council:
 - MOVED by Trustee Jones, SECONDED by Trustee Smith, that ...
 - 3.9.2.2 All other Trust bodies:
 - It was MOVED and SECONDED that...
- 3.9.3 Record the result of the motion i.e. CARRIED, DEFEATED or WITHDRAWN.
- 3.9.4 Anyone wishing to be recorded as having an opposite vote will be noted as follows:

CARRIED
Trustees Jones, Cook and Smith Opposed
- 3.9.5 Amendments to motions shall be recorded. Only two amendments may be made to the original motion and are voted on in reverse order.
- 3.9.6 Where there is agreement by the body to change a motion without a formal amending process, the resulting motion is to be recorded.
- 3.9.7 Routine and non-controversial decisions such as:
 - 3.9.7.1 approval of the agenda;
 - 3.9.7.2 adoption of minutes;
 - 3.9.7.3 handling reports and correspondence, i.e. receipt or endorsement of material, or direction to staff and members;
 - 3.9.7.4 approval of meeting rules (e.g. speaking protocol, speaking limits, etc.); and
 - 3.9.7.5 adjournment

may be made by consensus, if there is no objection from members, and shall be recorded in the event a motion is not put. Consensus-based decisions, as stated by the chair, shall be formatted to stand out in the minutes in the same way as motions so that they are easily identified.
- 3.9.8 Numbering of Motions: Each motion shall be identified in the minutes by a code identifying the Trust body, a sequential number, and the year. A separate number shall

be assigned for each motion to amend, withdraw or table a motion already on the floor. It is not necessary to assign a new number where a motion has been made, then amended once or twice, and restated in the minutes with the inclusion of the amendments, for the final vote on the main motion, as amended.

3.9.9 Where there is considerable discussion or debate on a motion, which results in either a member or the Chair calling for the question on the motion to be put, the following phrase may be used:

“The question on the motion was then called,

CARRIED”

3.10 In Camera or Closed Meeting Minutes

3.10.1 A motion must be made in an open meeting to close a meeting in accordance with the Community Charter in order to go in camera.

3.10.2 In camera minutes are to include only motions made, and no summary of discussion or debate.

3.10.3 Minutes of in camera meetings are to be a separate document and kept separately.

3.10.4 Motions to close a meeting and Rise and Report shall be in accordance with the samples provided in Appendix 2.

4. Distribution of Draft Minutes

4.1 Once draft minutes have been prepared by the Recorder, they must be vetted as follows:

4.1.1 proof-read and spell-checked by the Secretary or designate;

4.1.2 reviewed for content by a second designated staff person who attended the meeting;

4.1.3 finally, reviewed by the chair of the Trust body for informal feedback before circulation to members and posting on the Islands Trust website. The chair may make suggestions to enhance the clarity and accuracy of the minutes, but may not alter the draft minutes to modify decisions with which they disagree. Any substantive changes must be brought to the next meeting for formal amendment by the body; and

4.1.4 returned to the secretary or designate for distribution.

4.2 Prior to distribution, the word "DRAFT" shall be:

4.2.1 prominently placed at the top of the front page,

4.2.2 within the footer of each page, and

4.2.3 as a diagonal watermark across each page.

4.3 Draft minutes are to be distributed to trustees prior to the Trust body meeting when the draft minutes are to be considered for adoption.

4.4 The secretary or designate is responsible for:

4.4.1 making copies or otherwise distributing draft minutes in accordance with the agreed-upon distribution list; and

4.4.2 publishing the “open meeting” draft minutes to the Islands Trust website once they have been vetted in accordance with section 4.1, have had the word “DRAFT” applied in accordance with section 4.2, and provided that they are accompanied by a standard Islands Trust disclaimer to the effect that minutes are not official until adopted at the next meeting or a subsequent meeting.

5. Adopting Minutes

Minutes are not official until adopted at the next meeting.

5.1 Draft minutes of the previous meeting must be brought forward to a subsequent meeting of the Trust body for adoption. The draft minutes shall be adopted by consensus or by a resolution of the Trust body.

5.2 Draft “open meeting” minutes may be adopted through a Resolution Without Meeting instead of being adopted at the subsequent meeting, if required.

- 5.3 As an exception, draft “in camera” minutes shall be adopted at a subsequent In Camera meeting and cannot be adopted by Resolution Without Meeting. Note that staff may act on a matter decided by resolution at an in camera meeting without waiting for the minutes to be adopted.
- 5.4 Once the draft minutes have been adopted, the word "DRAFT" will be:
 - 5.4.1 removed from the top of the first page,
 - 5.4.2 replaced by the word "ADOPTED" in the footer of each page of the adopted minutes, and
 - 5.4.3 the watermark removed.
- 5.5 As soon as possible following adoption of the minutes, the Secretary or designate will publish the adopted “open meeting” minutes to the Islands Trust website, replacing the draft minutes of the same meeting.
- 5.6 The Secretary or designate will ensure that both the Recorder and the chair sign the original copy of the adopted minutes on the signature lines, which appear on the last page of all minutes, and will file the minutes as required under Section 7.1 of these guidelines.

6. Availability of Minutes to the Public

- 6.1 Adopted minutes, other than minutes of a closed meeting, shall be open for inspection by any person and any person may have copies and extracts of the minutes made at all reasonable times upon request and on payment of the fee of 25 cents per page (*Community Charter* Sections 95 and 97).
- 6.2 The secretary or designate is responsible for ensuring that adopted minutes are published to the Islands Trust website.

7. Filing

- 7.1 Original signed minutes must be filed directly into minute files and stored in fire-proof cabinets located in each Islands Trust office, after appropriate copies have been distributed. An electronic copy of the adopted minutes will be filed in the electronic meeting management program minutes library.
- 7.2 Minutes are an historical record of decisions, directions and policies of the Islands Trust and are to be retained as a permanent record.

C. Legislated References

Community Charter - Sections 90, 91, 92, 95, 97 and 100

Freedom of Information and Protection of Privacy Act

Applicable **Islands Trust Procedures Bylaws**: Bylaw 101 – Trust Council & Council Committees; Bylaw 1 – Islands Trust Conservancy Board; and

Local Trust Committee Procedures Bylaws: Bylaw 163 – Denman Island; Bylaw 225 – Gabriola Island; Bylaw 162 – Galiano Island; Bylaw 87 – Gambier Island; Bylaw 118 – Hornby Island; Bylaw 74 – Lasqueti Island; Bylaw 126 – Mayne Island; Bylaw 156 - North Pender Island; Bylaw 391 – Salt Spring Island; Bylaw 83 – Saturna Island; Bylaw 93 – South Pender Island; and Bylaw 105 – Thetis Island

Local Government Act - Section 223

Robert’s Rules of Order, Newly Revised – 11th Edition.

Mina, Eli, *Mina’s Guide to Minute Taking – Principles, Standards & Practical Tools*, Eli Mina Consulting, Vancouver, BC, eli@elimina.com, www.elimina.com

Cryderman, Paula, *Minutes to Success*, Canadian Secretary, May 1985

D. Links to Supporting Forms, Documents, Websites, Related Policies and Procedures

Appendices (attached)

Appendix 1 to Policy 6.13 Islands Trust Minutes Guidelines: Sample Open Meeting Minutes

Appendix 2 to Policy 6.13 Islands Trust Minutes Guidelines: Sample Closed Meeting – *In Camera* - Minutes

Appendix 3 to Policy 6.13 Islands Trust Minutes Guidelines: Suggested verbs to use in discussion summaries

APPENDIX 1 to Policy 6.13 Islands Trust Minutes Guidelines:

SAMPLE OPEN MEETING MINUTES

Index of Sample Wording to be Used

Item # in Sample Minutes	Topic
a. Item 2	Approval of agenda – either by motion or consensus, including adding or deleting items and changing the order
b. Item 3	Adoption of minutes – by motion or consensus
c. Item 4.1.3	Bylaw readings
d. Item 4.2.2	Amending a motion and assigning Resolution Numbers
e. Item 4.3.1	Example of point form or summarized discussion
f. Item 6.1	Motion to Close Meeting – done in open meeting; cite the basis for going <i>in camera</i> directly from the <u>Community Charter</u>
g. Item 7	Rise and Report – done in open meeting – list only those items included in Rise and Report motion(s) from the <i>in camera</i> meeting
h. Item 9	Adjournment - either by motion or consensus



**Executive Island
Local Trust Committee
Minutes of a Regular* Meeting**
[* OR Special, Community Information, Town Hall]

Islands Trust

Date of Meeting:

Wednesday, May 30, 2012

Location:

**Islands Trust Office Boardroom,
200-1627 Fort Street, Victoria, BC**

Members Present:

Susan White, Chair
Brian Gray, Local Trustee
Adam Black, Local Trustee

Regrets:

Michael Green, Local Trustee

Staff Present:

Ken Kona, Island Planner
Mary Smith, Recorder

Staff Absent:

Brenda Leader, Regional Planning Manager

Media and Others Present:

Five members of the public

1. CALL TO ORDER

The meeting was called to order at 10:04 am. Chair White acknowledged that the meeting was being held in traditional territory of the Coast Salish First Nations. Trustees and staff were introduced.

2. APPROVAL OF AGENDA

The following additions to the agenda [or deletions or reordering of items] were presented for consideration:

- 4.3.2 Correspondence from Charles Jones dated May 28, 2012 re: Oil Tanker Traffic
- 4.4.1 EC-RZ-2011.2 (Paul John) Staff Report dated May 1, 2012

By general consent the agenda was approved, as amended.

OR

By general consent the agenda and addendum were approved.

OR

EX-2012-011

It was MOVED and SECONDED,
that the agenda and addendum be approved.

CARRIED

3. MINUTES AND FOLLOW-UP ACTION

3.1. Minutes of Meetings/Resolutions Without Meeting

3.1.1. Executive Island Local Trust Committee Minutes of March 5, 2012

EX-2012-012

It was MOVED and SECONDED,

that the Executive Island Local Trust Committee Minutes of March 5, 2012 be adopted.

CARRIED

OR

EX-2012-013

It was MOVED and SECONDED,

that the Executive Island Local Trust Committee Minutes of March 5, 2012 be amended by deleting the phrase "except as indicated" in item 4.1.1, and that the minutes be adopted as amended.

CARRIED

OR

By general consent the Executive Island Local Trust Committee Minutes of March 5, 2012 were adopted [,as amended].

3.2. Follow-up Action List

The follow-up action list was reviewed.

4. BUSINESS ITEMS

4.1 Trustees Report

Trustee Gray reported that he attended a briefing session in Nanaimo, BC on May 14, 2012 regarding proposed ferry fare increases within the Islands Trust area.

Trustee Black advised that he participated in a meeting in Courtenay, BC on May 17, 2012 with Comox Valley Regional District elected and staff representatives on various matters of common interest.

4.2 Bylaws

4.2.1. Executive Island Local Trust Committee Bylaw No. 263

Staff indicated that Executive Island Bylaw No. 263 was a bylaw which set out notification procedures for bylaw enforcement.

EX-2012-014

It was MOVED and SECONDED,

that Executive Island Local Trust Committee Bylaw No. 263, cited as "Executive Island Local Trust Committee Bylaw Enforcement Notification Bylaw, No. 263, 2011", be read a first time.

CARRIED

EX-2012-015

It was MOVED and SECONDED,

that Executive Island Local Trust Committee Bylaw No. 263, cited as "Executive Island Local Trust Committee Bylaw Enforcement Notification Bylaw, No. 263, 2011", be read a second time.

CARRIED

EX-2012-016

It was MOVED and SECONDED,

that Executive Island Local Trust Committee Bylaw No. 263, cited as “Executive Island Local Trust Committee Bylaw Enforcement Notification Bylaw, No. 263, 2011”, be read a third time.

CARRIED

EX-2012-017

It was MOVED and SECONDED,

that Executive Island Local Trust Committee Bylaw No. 263, cited as “Executive Island Local Trust Committee Bylaw Enforcement Notification Bylaw, No. 263, 2011”, be adopted.

CARRIED

4.3 Correspondence

4.3.1. Letter from Residents & Owners Association of Executive Island dated May 2, 2012 re: Authority for Beach Accesses

Committee members reviewed and discussed the above noted letter which requested the Trust Committee to consider alternatives to the current authority and approval process for providing beach accesses on the island.

By general consent Committee directed staff to prepare a response for the Chair’s signature.

4.3.2 Correspondence from Charles Jones dated May 28, 2012 re: Oil Tanker Traffic

EX-2012-018

It was MOVED and SECONDED,

that the letter from Charles Jones dated May 28, 2012 be forwarded to the Federal Minister of the Environment.

EX-2012-019

It was MOVED and SECONDED,

that the motion be amended by adding the words “with the other letters received to date on this topic” to the end of the motion.

CARRIED

The question on the motion, as amended, was then called,

CARRIED

OR

The question on the following motion, as amended, was then called:

That the letter from Charles Jones dated May 28, 2012 be forwarded to the Federal Minister of the Environment with the other letters received to date on this topic.

CARRIED

4.4 Applications and Permits

4.4.1 EC-RZ-2011.2 (Paul John) Staff Report dated May 1, 2012

Planner Kona presented the staff report and recommended an updated definition of affordable housing which was distributed to Committee with the addendum agenda. She indicated that the rezoning proposal had been referred to the

Advisory Planning Commission in April and that the Commission recommended in favour of moving forward with the rezoning.

There was discussion on the proposal and the following points were raised:

- annual review and regulation of the number of occupants is required;
- a definition of affordable housing in the Land Use Bylaw is needed;
- consider specific versus generic terminology in the definition.

EX-2012-020

It was MOVED and SECONDED,

that staff be requested to amend the draft definition of “affordable housing” to remove specific low income requirements.

During debate the reasons for drafting the new affordable housing definition and changing the income cutoff for eligibility were considered.

CARRIED

5. **NEW BUSINESS** – None.

6. **CLOSED MEETING**

6.1 **Motion to Close the Meeting**

EX-2012-021

It was MOVED and SECONDED,

that the meeting be closed to the public in accordance with the *Community Charter*, Part 4, Division 3, s. 90(1)(a) personal information about an identifiable individual who is being considered for a position appointed by the Committee and that the recorder and staff attend the meeting.

CARRIED

Committee closed the meeting at 11:05 am

By general consent Committee reconvened in open meeting at 11:11 am to rise and report [OR without report].

7. **RISE AND REPORT**

Chair White reported on the following:

Appointments to Executive Island Advisory Planning Commission

Jim Brown and Bob Black were appointed for a term to begin June 1, 2012 and to expire May 31, 2013; and Don Green was appointed for a term to begin June 1, 2012 and to expire May 31, 2014.

8. **NEXT MEETING**

The next meeting will take place on June 8, 2012.

9. **ADJOURNMENT**

By general consent the meeting adjourned at 11:13 am.

OR

EX-2012-022

It was MOVED and SECONDED,
that the meeting be adjourned at 11:13 am.

CARRIED

Susan White, Chair

CERTIFIED CORRECT:

Mary Smith, Deputy Secretary and Recorder

APPENDIX 2 to Policy 6.13 Islands Trust Minutes Guidelines

SAMPLE CLOSED MEETING – IN CAMERA – MINUTES

Index of Sample Wording to be Used

Item # in Sample Minutes	Topic
i. Item 2	Approval of agenda – either by motion or consensus
j. Item 3	Adoption of minutes – either by motion or consensus
k. Item 4.1	Appointment of Commission members <u>plus motion to Rise and Report</u>
	<i>Note: Preferably, a recommendation to rise and report should form part of the staff recommendation(s) in the report to the Trust body, wherever applicable. If the report does not include a rise and report recommendation, then it can be added at the end of the motion when the recommendation is being MOVED.</i>
l. Item 5	Or, a rise and report motion can be made under the standing agenda item RISE AND REPORT at the end of the meeting and may cover all instances where the body reports out to the public.
m. Item 6	Adjournment – either by motion or consensus



Islands Trust

Executive Islands
Local Trust Committee
Minutes of the *In Camera* Portion
of a Regular [or Special] Meeting

Date of Meeting: Wednesday, May 30, 2012
Location: Islands Trust Office Boardroom,
200-1627 Fort Street, Victoria, BC

Members Present: Susan White, Chair
Adam Black, Local
Trustee
Brian Gray, Local
Regrets: Trustee

Michael Green, Local
Trustee

Staff Present: Ken Kona, Island
Planner
Mary Smith, Recorder

Staff Absent: Brenda Leader, Regional
Planning Manager

Media and Others Present: None

10. CALL TO ORDER

The meeting was called to order at 11:05 am.

11. APPROVAL OF AGENDA

By general consent the agenda was approved, as amended.

OR

By general consent the agenda and addendum were approved.

OR

EX-IC-2012-012

It was MOVED and SECONDED,
that the agenda [and addendum] be approved.

CARRIED

12. MINUTES

12.1. Executive Island Local Trust Committee *In Camera* Minutes of March 5, 2012

EX-IC-2012-013

It was MOVED and SECONDED,

that the Executive Island Local Trust Committee *In Camera* Minutes of March 5, 2012 be adopted.

CARRIED

OR

EX-IC-2012-013

It was MOVED and SECONDED,

that the Executive Island Local Trust Committee *In Camera* Minutes of March 5, 2012 be amended by deleting the name of Linda Jones from the list of Staff Present, and that the minutes be adopted as amended.

CARRIED

OR

By general consent the Executive Island Local Trust Committee *In Camera* Minutes of March 5, 2012 be adopted [as amended].

13. BUSINESS ITEMS

4.1 Appointments to Executive Island Advisory Planning Commission

EX-IC-2012-014

It was MOVED and SECONDED,

- 1) that the following persons be appointed to the Executive Island Advisory Planning Commission:

For a term to begin June 1, 2012 and to expire May 31, 2013

Jim Brown 1234 Seaway Road, Executive Island, BC V0N 1Z0

Bob Black 272 Starfish Lane, Executive Island, BC V0N 1Z0

For a term to begin June 1, 2012 and to expire May 31, 2014

Don Green 12 Straits Road, Executive Island, BC V0N 1Z0

(replacing Ann Jons)

- 2) and that Committee rise and report on the appointments.

CARRIED

- 14. RISE AND REPORT** [Alternative if rise and report motion not included in motion appointing APC members – as in 4.1 above]

EX-IC-2012-015

It was MOVED and SECONDED,

that the Executive Committee rise and report on the appointment of members to the Executive Island Advisory Planning Commission.

CARRIED

15. ADJOURNMENT

By general consent the meeting adjourned at 11:11 am.

OR

EX-IC-2012-016

It was MOVED and SECONDED,

that the meeting be adjourned at 11:11 am.

Susan White, Chair

CERTIFIED CORRECT:

Mary Smith, Recorder

Appendix 3 to Policy 6.13 Islands Trust Minutes Guidelines:

Suggested verbs to use in discussion summaries

Common verbs for use by minute takers in place of the word "said" which may imply a direct quote, e.g. "John Doe or Trustee Smith **said** that...."

advised

addressed

announced

acknowledged

answered

cautioned

claimed

commented

confirmed

estimated

expressed (concern/opposition/support)

explained

indicated

mentioned

noted

observed

proposed

questioned

recommended

remarked

reported

spoke to or spoke on

stated

suggested

summarized

supported

Islands Trust, January 2014