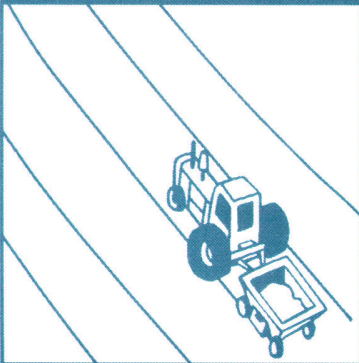


SAMPLE: VOLUNTEERS' CONTRACT

Courtesy of the City of Surrey



A link to your farm
community



Ministry of Agriculture, Food and Fisheries

Please note:

The Sample Volunteers' Contract is drawn from the City of Surrey publication—*Volunteering in Surrey* which establishes guidelines for the success and protection of volunteers and the City of Surrey.

The sample only includes references to "Council-appointed volunteers" but the Surrey publication also includes reference to "individual volunteers", "volunteer groups" and "volunteer fire-fighters".

VOLUNTEERING

IN



SURREY
CITY OF PARKS

**Policies and guidelines for the success and protection
of Volunteers and the City of Surrey**

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Section 1 OPPORTUNITIES AND 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 PrinciplesCommunity 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.

Recognized 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**2.2 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 firefighter.

2.2 Categories

- ◆ Council-appointed volunteers
- ◆ Individual volunteers
- ◆ Volunteer groups
- ◆ Volunteer fire-fighters

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. However schools and youth organizations volunteering their 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 to 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. The exception is volunteer firefighters, who are covered by the same workers' compensation coverage as the 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 Orientation/Training

The City will provide orientation, training and materials necessary to fulfill the volunteer duties.

3.6 Immunity

In addition, the Municipal 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 selected as members of the commission, board or committee for which they have applied.

Appointment

After selection and satisfactory interview. 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.

4.2 Code of Ethics

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

1. I pledge to provide my time and as a volunteer in the best interest for the City of Surrey.
2. I pledge to place honesty and integrity above all else and to promote the City of Surrey.
3. I pledge to comply with all written policies and guidelines that has been provided relevant to the commission, board or committee on which I will serve.
4. I pledge to maintain an equitable, honourable and cooperative relationship with City Council in matters relating to the commission, board or committee activities.
5. I pledge that my position as a volunteer will not be used to grant special privileges to any person or group, and I will avoid all other conflicts of interest which may arise from my position as a volunteer.
6. I pledge that my position as a volunteer will not be used for business or personal benefit or gain.

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

Name

Date

4.3 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 will be maintained, and when necessary disposed of, in a secure and confidential manner.
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.
3. 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

Date