

SURREY POLICE BOARD REGULAR MEETING AGENDA

	ITEM	PRESENTER	TIME
A.	CALL TO ORDER	Chair McCallum	5 minutes
	<p>The Surrey Police Board recognizes that our work takes place on the ancestral, traditional, and unceded territories of the Coast Salish Peoples.</p>		
B.	ADOPTIONS		
1.	Adoption of the Agenda – November 20, 2020	Chair McCallum	5 minutes
2.	Adoption of Minutes – October 13, 2020	Chair McCallum	5 minutes
C.	DELEGATIONS		
1.	Questions and Answers - Emails from Citizens	Melissa Granum	10 minutes
2.	Presentations		
	No presentations.		
D.	REPORTS		
1.	Provincial Reporting Requirements Report No. 2020-R010 – For Information	Melissa Granum	10 minutes
	COMMITTEE REPORTS		
	FINANCE COMMITTEE		
1.	Policing Transition – Expenditures to Date (On Table Report) Report No. 2020-FIN004 – For Information	Elizabeth Model	15 minutes
2.	Spending Authority – Surrey Police Service Chief Constable Report No. 2020-FIN005 – For Decision	Elizabeth Model	10 minutes
3.	Surrey Police Service Chief Constable Expense Policy Report No. 2020-FIN006 – For Decision	Elizabeth Model	10 minutes

GOVERNANCE COMMITTEE

- | | | | |
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| 1. | Information Ownership & Records Management
Report No. 2020-GOV003 — For Decision | Harley Chappell | 10 minutes |
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E. INFORMATION

- | | | | |
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| 1. | PRIMECorp 2019-2020 Annual Report Published | Melissa Granum | 5 minutes |
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F. CORRESPONDENCE

No correspondence.

G. NEW BUSINESS

No new business.

H. NEXT MEETING

The next meeting of the Surrey Police Board will be held on December 15, 2020.

I. MOTION TO HOLD A MEETING IN A CLOSED SESSION

It is in order for the Board to pass a motion to close the meeting to the public pursuant to Section 69 (2) (a), (c), and (d) of the *Police Act*, which states:

Chair McCallum 5 minutes

- (2) if it believes that any of the following matters will arise in a meeting or hearing held by it, a board or committee may order that the portion of the meeting during which the matter will arise be held in private:
 - (a) a matter concerning public security, the disclosure of which could reasonably be expected to seriously impair effective policing or law enforcement;
 - (c) a matter concerning labour contract discussions, labour management relations, layoffs or another personnel matter;
 - (d) a matter concerning information that a person has requested he or she be allowed to give in private to the board or committee.

J. ADJOURNMENT

Chair McCallum

Present:

Doug McCallum, Chair
Bob Rolls
Cheney Cloke
Elizabeth Model
Harley Chappell
James Carwana
Jessie Sunner
Manav Gill
Meena Brisard

Regrets:**Staff Present:**

Terry Waterhouse, GM, Policing Transition
Melissa Granum, Executive Director
Marion Chow, Executive Assistant
Forouzan Rezazadeh, IT Senior Project Mgr.
Steve Kish, IT Manager

A. CALL TO ORDER

The October 13, 2020 Regular Board meeting was called to order at 9:00 AM.

The Surrey Police Board recognizes that our work takes place on the ancestral, traditional, and unceded territories of the Coast Salish Peoples.

B. ADOPTIONS**1. Adoption of the Agenda – October 13, 2020**

It was

Moved by Manav Gill
Seconded by Jessie Sunner

That the agenda of the Surrey Police Board meeting of October 13, 2020 be adopted.

Carried

2. Adoption of Minutes – September 15, 2020

It was

Moved by Meena Brisard
Seconded by Elizabeth Model

That the minutes of the Surrey Police Board meeting of September 15, 2020 be adopted.

Carried

C. DELEGATIONS

Delegations.

Q & A: The Executive Director read the question from Debbie Johnstone: How much has been spent for the police transition to date?

The Chair of the Finance Committee advised the answer to this question will be provided in the presentation for Finance Committee Report F001.

1. Steven Point – Chancellor, UBC (9:38 AM)

Steven Point provided a presentation on the history of the relationship between the indigenous community and policing in their communities.

2. Joanne Mills – Executive Director, FRAFCA (9:05 AM)

Joanne Mills provided a presentation to the Board on the foundations for an Indigenous strategy.

GOVERNANCE COMMITTEE

1. **Creating an Indigenization Strategy for the Surrey Police Service – *Nothing About Us Without Us***
Report No. 2020-GOV001 – For Decision

It was

Moved by Harley Chappell
Seconded by James Carwana

That the Board endorse the Governance Committee's recommendation in this report.

Carried

2. **The Ministry of Public Safety and Solicitor General's Priorities, Goals and Objectives for Policing**
Report No. 2020-GOV002 – For Information and Decision

It was

Moved by Harley Chappell
Seconded by Elizabeth Model

That the Board receive this report for information and endorse the Governance Committee's recommendation in this report.

Carried

FINANCE COMMITTEE

- 1. Interim Financial Measures**
Report No. 2020-FIN001 – For Decision
(Presentation available)

It was

Moved by Elizabeth Model
Seconded by Cheney Cloke

That the Board receive the Finance Committee's report for information and approve the recommendations in the report.

Carried

E. INFORMATION

No information.

F. CORRESPONDENCE

- 1. Letter from Canadian Police Information Centre**

It was

Moved by Harley Chappell
Seconded by James Carwana

That the Board receive the letter for information.

Carried

G. NEW BUSINESS

No new business.

H. NEXT MEETING

The next meeting of the Surrey Police Board will be held on November 20, 2020.

I. MOTION TO HOLD A MEETING IN A CLOSED SESSION

It is in order for the Board to pass a motion to close the meeting to the public pursuant to Section 69 (2) (c), and (d) of the *Police Act*, which states:

It was

Moved by Elizabeth Model
Seconded by Harley Chappell

That the Board close the meeting to the public pursuant to Section 69 (2) (c) and (d) of the *Police Act*, which states:

- (2) if it believes that any of the following matters will arise in a meeting or hearing held by it, a board or committee may order that the portion of the meeting during which the matter will arise be held in private:
- (c) a matter concerning labour contract discussions, labour management relations, layoffs or another personnel matter;
 - (d) a matter concerning information that a person has requested he or she be allowed to give in private to the board or committee.

Carried

J. ADJOURNMENT

It was

Moved by James Carwana
Seconded by Harley Chappell

That the October 13, 2020 Surrey Police Board regular meeting be adjourned.

Carried

The Surrey Police Board regular meeting adjourned at 10:17 AM.

Certified correct:

Marion Chow, Executive Assistant

Doug McCallum, Chair

REGULAR

REPORT DATE: November 12, 2020

BOARD MEETING DATE: November 20, 2020

BOARD REPORT # 2020-R010

TO: Surrey Police Board

FROM: Executive Director

FILE: 60550-20-02

SUBJECT: Provincial Reporting Requirements

RECOMMENDATION

The Executive Director recommends that the Board receive this report for information.

PURPOSE

This report provides an outline of the reporting requirements to the Director of Police Services (the Director).

BACKGROUND

The Director of Police Services is charged with superintending policing in British Columbia, including the role of governance boards, and has comprehensive responsibilities with respect to policing pursuant to Part 8 of the *Police Act*. Various sections of the *Police Act* and the standards established by the Director under authority of the *Police Act* impose reporting responsibilities on the Board.

DISCUSSION

On October 22, 2020, the Board received a letter from the Director with information relative to reporting requirements. This includes:

PRIORITIES

The police board must provide its priorities, goals and objectives and any changes to them to the Director, in compliance with the *Police Act* and pending BCPPS 6.1.2 Standard (4).

Board Action: In addition to an obligation to take into consideration of the priorities, goals and objectives of the municipality and the province, and to consult with the community, the Board's priorities, goals and objectives (these will be set out in a Strategic Plan) must be reported to the Director within 30 days of their approval by the Board.

RULES CONSISTENT WITH THE POLICE ACT

The police board's rules for the police department are enforceable only after they are filed with the Director in compliance with the Police Act.

Board Action: All administrative and operational SPS Policies, once approved by the Board, will be filed with Police Services.

STUDIES BY MUNICIPAL POLICE BOARD

On request of the Director, the police board must submit its report of a study on matters concerning policing, law enforcement and crime prevention in its municipality.

Board Action: The Board may undertake studies on various matters. Studies may include information gathering or research on contemporary issues such as street checks (carding) or public safety issues such as mental illness-related calls for service. In addition to responding to Director's requests for reports, if a report suggests a breach of discipline or criminal liability of a constable, the Board has a mandatory obligation to submit its report to the Director.

AUDIT AND COMPLIANCE

The Director may inspect the records, operations and systems of administration of any policing or law enforcement operation upon notice to the minister and to the chair of the board.

Board Action: On a case-by-case basis.

MINUTES

In accordance with s.71 of the Police Act, the police board must keep minutes of its meetings and hearings and records of its inquiries. A copy of the minutes and records, and rationale for holding meetings in private, must be submitted in compliance with s.69 of the Police Act.

Board Action: Board and committee minutes and records will be filed with the Director on a monthly basis.

OATHS AND AFFIRMATION

An oath or affirmation taken by a director of the police board must be filed with the minister in compliance with the *Police Act* and the Police Oath/Solemn Affirmation Regulation 136/2002.

Board Action: Oaths or affirmations will be filed as Board members are appointed.

INVESTIGATION OF SERVICE AND POLICY COMPLAINTS

The police board is required to promptly fulfill its responsibilities relating to service and policy complaints in Part 11, Division 5 of the Police Act. The police board must also notify the complainant, the Director and the Police Complaint Commissioner regarding the course of action being taken pursuant to the complaint within the prescribed time.

Board Action: Notification of a Service or Policy complaint must be made to the complainant, the Director and the OPCC within 20 days of determining the course of action being taken. Actions include:

- (a) request the Chief Constable to investigate and report on the complaint;
- (b) initiate a study concerning the complaint;
- (c) initiate an investigation into the complaint;
- (d) dismiss the complaint with reasons;
- (e) take any other course of action the board considers necessary to respond adequately to the complaint.

CONCLUSION

The exchange of information with the Minister of Public Safety and Director of Police Services is necessary to ensure the Board and SPS are compliant with the requirements and standards under the *Police Act*.



Melissa Granum
Executive Director

Appendix I – Letter - Police Board Reporting Requirements to the Province



October 22, 2020
Ref: 577744

His Worship Doug McCallum
Chair, Surrey Police Board
13450 104th Avenue
Surrey BC V3T 1V8

Dear Doug McCallum:

Re: Police Board Reporting Requirements to the Province

I am writing to advise you of municipal police boards' reporting requirements to the Minister of Public Safety and Solicitor General (the Minister) and the Director of Police Services (the Director) under the *Police Act*.

The reporting requirements and respective authority are provided in the columns below.

Requirement	Authority
<p>PRIORITIES</p> <p>The police board must provide its priorities, goals and objectives and any changes to them to the Director, in compliance with the <i>Police Act</i> and pending BCPPS 6.1.2 Standard (4).</p>	<p><i>Police Act</i> ss 2.1,,26(4.2)</p>
<p>RULES CONSISTENT WITH THE <i>POLICE ACT</i></p> <p>The police board's rules for the police department are enforceable only after they are filed with the Director in compliance with the <i>Police Act</i>.</p>	<p><i>Police Act</i>, s.28 (1) and (2)</p>
<p>STUDIES BY MUNICIPAL POLICE BOARD</p> <p>On request of the Director, the police board must submit its report of a study on matters concerning policing, law enforcement and crime prevention in its municipality.</p>	<p><i>Police Act</i> s.29 (1) and (2)</p>

.../2

<p>AUDIT AND COMPLIANCE</p> <p>The Director may inspect the records, operations and systems of administration of any policing or law enforcement operation upon notice to the minister and to the chair of the board.</p>	<p><i>Police Act, s.40 (3)</i></p>
<p>MINUTES</p> <p>In accordance with s.71 of the <i>Police Act</i>, the police board must keep minutes of its meetings and hearings and records of its inquiries. A copy of the minutes and records, and rationale for holding meetings in private, must be submitted in compliance with s.69 of the <i>Police Act</i>.</p>	<p><i>Police Act, s.69 (2) and (3)</i></p>
<p>OATHS AND AFFIRMATION</p> <p>An oath or affirmation taken by a director of the police board must be filed with the minister in compliance with the <i>Police Act</i> and the <i>Police Oath/Solemn Affirmation Regulation 136/2002</i>.</p>	<p><i>Police Act, s.70 (1) & (4)</i></p> <p><i>Police Oath/Solemn Affirmation Regulation 136/2002</i></p>
<p>INVESTIGATION OF SERVICE AND POLICY COMPLAINTS</p> <p>The police board is required to promptly fulfill its responsibilities relating to service and policy complaints in Part 11, Division 5 of the <i>Police Act</i>. The police board must also notify the complainant, the Director and the Police Complaint Commissioner regarding the course of action being taken pursuant to the complaint within the prescribed time.</p>	<p><i>Police Act, s.171 (3)</i></p>

IF INVESTIGATION OR STUDY INITIATED UNDER SECTION 171 The police board must report to the complainant, the Director and the Police Complaint Commissioner the results of its course of action relating to the service or policy complaint.	<i>Police Act, ss 171(1) and 172 (1)</i>
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As you know, municipal police boards need to ensure that they exchange information with the Minister and the Director on a timely basis and that they comply with the requirements for reporting and information sharing established under the *Police Act*.

Should you have any questions about these reporting requirements, please do not hesitate to contact David Pilling, Director, Police Governance (David.Pilling@gov.bc.ca; 778 698-8375).

Take care,



Brenda Butterworth-Carr; Tr'injà shär njit dintläät
Assistant Deputy Minister
And Director of Police Services
Policing and Security Branch

pc: Melissa Granum, Executive Director, Surrey Police Board
David Pilling, Director, Police Governance

REGULAR

REPORT DATE: November 10, 2020

BOARD MEETING DATE: November 20, 2020

BOARD REPORT # 2020-FIN004

TO: Surrey Police Board

FROM: Finance Committee

FILE: 60540-20-04

SUBJECT: Policing Transition – Expenditures to Date

RECOMMENDATION

The Finance Committee recommends that the Board receive this report for information.

PURPOSE

This report provides a summary of the expenditures incurred up to September 30, 2020 and estimated forecasted expenditures for the remaining three months in 2020 on the policing transition project.

BACKGROUND

In December 2019, City Council adopted the 2020-2024 Financial Plan, which made provision for the policing transition project. One-time expenditures for the 2020 year were budgeted at \$25.2 Million.

On August 6, 2020, the Board adopted a motion to create the Surrey Police Service (SPS). The *BC Police Act* [RSPC 1996] (the *Police Act*) defines roles and responsibilities for the Board, the Chief Constable, the municipality, and others in making decisions regarding a municipal police service. Decision-making on issues related to the establishment and operation of the SPS must be consistent with the *Police Act*.

A memorandum of understanding (MOU) was drafted to support collaboration between the Board and the City of Surrey (the City) with regard to financial matters in 2021, including ratification of the City of Surrey 2021-2025 Financial Plan. The MOU was authorized by the Board on October 13, 2020 and by Council on September 14, 2020.

On October 13, 2020, the Board authorized that a monthly year-to-date financial report be brought forward to the Board.

DISCUSSION

Prior to signing the MOU, the Policing Transition Department was responsible for managing expenditures related to the policing transition project. The 2020 – 2024 City-adopted Budget provides \$45.2 million in one-time costs for the policing transition. For 2020, \$25.2 million was allocated based on assumptions

regarding the timing of the appointment of the Board and the Chief Constable, and initiation of a recruitment campaign and key infrastructure projects. Due to later than anticipated appointment of the Board and the Chief Constable, certain expenditures planned for 2020 have not occurred. Therefore, the 2020 Budget Reconciliation Report (Appendix I) shows total expenditures incurred up to September 30, 2020 of \$2.99 million and forecasted expenditures from October 1, 2020 to year-end of \$5.76 million, with total forecast expenditures for 2020 being \$8.75 million. The estimated favourable variance of \$16.45 million (\$25.2 million budgeted less \$8.75 million forecast) will be carried forward and available for 2021 and future years for the policing transition project costs.

Year to Date Expenditures

The budgeted and year to date (YTD) expenditures in Appendix I show both capital and operating expenses related to the establishment of the SPS.

Police Board establishment and staffing costs occurred in the third and fourth quarters of 2020. Budgeted expenditures for the Chief Constable and Executive team were delayed with only minor expenses expected to occur in 2020.

Expenditures on infrastructure related to refurbishment of facilities and purchase of IT equipment to support the policing transition team, staff seconded from City departments and the Chief Constable and Executive. Purchase of fleet equipment has been another area of early infrastructure expenditure for additional vehicles for the Chief Constable and Executive. Budgeted amounts for armoury were not expended due to delays in appointment of the Chief Constable and decisions required on the firearms/ammunition required.

To support development of the complex policy and legal framework \$556,198.82 has been spent on consulting, research, policy and legal advice. A great deal of groundwork was done early, to effectively launch the Board with support from staff, and where necessary, from external experts. In addition, consultant support for human resources planning to enable recruitment includes expenditures of \$139,261.14.

Budgeted expenses for recruitment including for a Transition Recruiting Unit were not expended as expected due to delay in appointment of the Chief Constable. Expenditures for to the Policing Transition Team relate to salaries and benefits for seconded staff from the City who have worked on the project to date.

As a key requirement of the Board, strategic communications expenditures are expected to total \$281,770.64 at year end. Financial Services relates to preparation of a new budget model for policing operations in Surrey. Related expenditures to date total \$55,802.50.

Expenditures related to design and building of IM/IT for the SPS have begun with a significant body of work planned for the last quarter of 2020. Expending the anticipated budget for this function are dependent on approval of items brought forward in a separate Board report. Anticipated IM/IT expenses for 2020 are \$4,775,628.

CONCLUSION

Expenditures to date supporting the policing transition project have been managed by the City's Policing Transition Department in accordance with the Council-adopted 2020-2024 Financial Plan. With this report the Board is following through on a commitment to monthly public reporting on expenditures. The projected favourable variance at year-end will result in a carry forward to future years \$16.45 million, due to a later-than-expected appointment of the Board and Chief Constable.



Elizabeth Model
Chair, Finance Committee

2020 Policing Transition Budget Reconciliation to September 30, 2020

	CURRENT YEAR BUDGET	CURRENT YEAR ACTUAL EXPENSE (SEPTEMBER MONTH-END)	REMAINING MONTHS' EXPECTED SPEND	TOTAL FORECASTED SPEND	BUDGET CARRIED FORWARD
	2020	2020	2020	2020	2021 AND ONWARDS
	(a)	(b)	(c)	(b) + (c) = (d)	(a) - (d) = (e)
Police Board	122,719.00	128,759.87	136,802.60	265,562.47	(142,843.47)
Policing Transition Team	1,487,510.00	906,948.95	309,068.87	1,216,017.82	271,492.18
Legal & Policy Services	1,116,730.00	556,198.82	78,700.00	634,898.82	481,831.18
Executive Officer & Executive Team	996,505.00	0.00	10,000.00	10,000.00	986,505.00
Media/Communications	190,000.00	1,770.64	280,000.00	281,770.64	(91,770.64)
Financial Services	135,000.00	55,802.50	23,652.00	79,454.50	55,545.50
Recruitment	823,846.00	139,261.14	62,630.58	201,891.72	621,954.28
Fleet Management	7,200.00	12,278.96	0.00	12,278.96	(5,078.96)
Armory	3,242.00	0.00	0.00	0.00	3,242.00
Miscellaneous Costs	0.00	85,242.59	8,725.26	93,967.85	(93,967.85)
IT Operating	371,463.00	0.00	607,683.00	607,683.00	(236,220.00)
SPS TRANSITION - OPERATION SUBTOTAL	5,254,215.00	1,886,263.47	1,517,262.31	3,403,525.78	1,850,689.22
Fleet Capital	200,000.00	35,009.00	0.00	35,009.00	164,991.00
Armoury and Outfit Capital	225,000.00	0.00	0.00	0.00	225,000.00
Facilities Capital	592,163.00	96,856.85	76,000.00	172,856.85	419,306.15
Information Technology Capital	4,891,614.00	967,732.08	4,167,945.00	5,135,677.08	(244,063.08)
SPS TRANSITION - CAPITAL SUBTOTAL	5,908,777.00	1,099,597.93	4,243,945.00	5,343,542.93	565,234.07
SPS Unallocated Budget	14,037,008.00	0.00	0.00	0.00	14,037,008.00
SPS UNALLOCATED BUDGET SUBTOTAL	14,037,008.00	0.00	0.00	0.00	14,037,008.00
TOTAL BUDGET BALANCE	25,200,000.00	2,985,861.40	5,761,207.31	8,747,068.71	16,452,931.29

Note: Negative amounts will be funded out of SPS Unallocated Budget at the end of the year



REGULAR

REPORT DATE: November 6, 2020

BOARD MEETING DATE: November 20, 2020

BOARD REPORT # 2020-FIN005

TO: Surrey Police Board

FROM: Finance Committee

FILE: 60540-20-04

SUBJECT: Spending Authority – Surrey Police Service Chief Constable

RECOMMENDATION

The Finance Committee recommends that the Board:

- A. Receive this report for information;
- B. Authorize a spending authority of \$500,000 for the Surrey Police Service Chief Constable; and
- C. Recommend that Board approve this level of spending authority.

PURPOSE

This report requests that the Police Board, by way of recommendation from the Finance Committee, establish the spending authority for the Chief Constable at \$500,000.

BACKGROUND

On October 13, 2020, the Board approved a delegation of authority for Surrey Police Service (SPS) expenditures (Appendix I). That Memorandum of Understanding (MOU) stipulates a threshold of \$100,000 for the Executive Director of the Board. Expenditures in excess of \$100,000 are forwarded to the Finance Committee for authorization.

DISCUSSION

To provide operating and financial oversight of the Surrey Police Service, it is necessary to delegate expenditure authority to the Chief Constable for the operation of the Surrey Police Service.

Therefore, the Finance Committee recommends to the Board that the SPS Chief Constable's spending authority be set at \$500,000. It is further recommended that expenditures in excess of \$500,000 be forwarded to the Finance Committee for authorization. This spending limit is in keeping with City thresholds for City of Surrey delegation of authority. These recommendations are interim and will be formalized in Surrey Police Financial Policy as they are developed and approved.

Once adopted the Executive Directors spending authority will apply to Surrey Police Board expenditures only. The Chief Constables spending authority will apply to the Surrey Police Service operational expenditures.

CONCLUSION

Establishing both the Surrey Police Board and Surrey Police Service requires clarity on the expenditure authority. Endorsement of the recommendations in this report will provide interim authority until adoption of necessary finance policies.



Elizabeth Model
Chair, Finance Committee



COMMITTEE REPORT

REPORT DATE: September 23, 2020

BOARD MEETING DATE: October 13, 2020

REPORT # 2020-FIN001

TO: **Surrey Police Board**

FROM: **Finance Committee**

FILE: **60540-20-04**

SUBJECT: **Interim Financial Measures**

RECOMMENDATION

The Finance Committee recommends that the Surrey Police Board (the "Board"):

- A. endorse the Finance Committee Chair to sign a Memorandum of Understanding, substantially in the form attached as Appendix I, with the City of Surrey (the City) to agree to the terms by which the 2020 budget and 2021 provisional budget for policing operations will be adopted and expenditures managed, consistent with the Board and the municipality's obligations under the *BC Police Act* [RSBC 1996] (the *Police Act*).
- B. authorize the following interim expenditure limits until such time as a delegation and/or signing authority policy has been approved by the Board:
 - a. For expenditures up to \$100,000: the Executive Director is authorized to incur expenditures up to \$100,000 which are part of the approved budgets, and that the Executive Director enter into the resulting contracts on behalf of the Board; and
 - b. For expenditures over \$100,000: the Chair of the Finance Committee or their delegate is authorized to incur expenditures over \$100,000 which are part of the approved 2020 and 2021 policing transition budgets, and that the Chair of the Finance Committee or their delegate enter into the resulting contracts on behalf of the Board.

SUMMARY

This report provides information to the Board regarding an independent legal review of the September 15, 2020 Board report, "Surrey Police Transition – Interim Financial Procedures" (2020-R006).

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BACKGROUND

At the September 15, 2020 Board meeting, the General Manager, Policing Transition presented a report, including a Memorandum of Understanding ("MOU") to the Board. The Board referred the report to the Finance Committee for review. The Executive Director retained Jon McCullough, Bennet Jones, LLP to conduct an independent review of the MOU to ensure it meets the Board's interests.

DISCUSSION

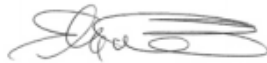
Upon review, Mr. McCullough advised that the MOU in its substantial form does meet the needs of the Board, save for minor points including:

1. The addition of language that clarifies the MOU covers the 2020 and 2021 budget cycles and does not bind the Board to the 2022, 2023 or 2024 City of Surrey budget projections for the Surrey Police Service.
2. Recognition that while it is framed as a Memorandum of Understanding, it is a binding legal agreement.

Mr. McCullough advised that the MOU allows the Board to request and review detailed financial decision related to the SPS to date and that it is a generally acceptable agreement.

CONCLUSION

The Finance Committee is satisfied with Mr. McCullough's review of the MOU and the requirement to authorize signing authority to the Executive Director and the Finance Committee Chair to manage expenditures until such time a Chief Constable assumes the majority of this responsibility.



Elizabeth Model
Chair, Finance Committee

Appendix I: Financial Responsibility Memorandum of Understanding (revised)
Appendix II: SPB Report R006: Surrey Police Transition – Interim Financial Procedures

Appendix I

FINANCIAL RESPONSIBILITY MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made effective as of _____, 2020

BETWEEN:

CITY OF SURREY, 13450 104th Avenue, Surrey, BC V3T 1V8 (the "City")

AND:

SURREY POLICE BOARD, 13450 104th Avenue, Surrey, BC V3T 1V8 (the "Police Board")

WHEREAS:

- A. The City, in preparation for the establishment of the Police Board, and to assist and support the Police Board in meeting its statutory obligations, including the creation of a municipal police department, has undertaken preliminary work, including financial modelling, forecasting, budget creation and budget approval.
- B. The parties enter into this Memorandum of Understanding for:
1. the Police Board to adopt, as its budget allocation, the amounts which have been approved by the council of the City ("City Council") as part of the City's 2020 – 2024 Financial Plan;
 2. the parties to establish a framework to collaboratively refine cost allocations and budget details to recognize changing circumstances and their financial impacts for 2021; and
 3. the parties to manage policing expenditures within budgeted amounts based on the evolving allocation of police personnel between Surrey Police Service (SPS) and the Royal Canadian Mounted Police (RCMP) until the SPS is fully operational.

NOW THEREFORE in consideration of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereby covenant and agree as follows:

1. *Budget Adoption*

- (a) The Police Board hereby adopts, as its budget allocation for the balance of 2020 and for 2021, the amounts which have been approved by City Council as part of the City's 2020 – 2024 Financial Plan, as shown in Schedule A (*Approved Budgets*) to the extent of, and with respect to, the expenditures necessary for and applicable to the role, responsibility and authority of the Police Board pursuant to the *Police Act* (the "**Approved Budgets**"); and
- (b) The Police Board and the City agree the Approved Budgets are, for the purposes of the *Police Act*, the Police Board's budget for 2020, and the Police Board's provisional budget for 2021 to the extent of, and with respect to, the expenditures necessary for and applicable to the role, responsibility and authority of the Police Board pursuant to the *Police Act*, despite the Approved Budgets not having been prepared by the Police Board and, with respect to 2021, subject to ongoing adjustment and refinement pursuant to section 13 (*2021 Provisional Budget*) of this MOU;
- (c) For certainty, the Approved Budgets do not include the budget allocations for 2022, 2023 and 2024 as shown in Schedule A (*Approved Budgets*).

2. *Effect of Budget Adoption* – The parties acknowledge and agree:
- (a) subject to section 13 (*2021 Provisional Budget*), section 14 (*Expenditure Management*) and section 16 (*Ongoing Advice and Support*) of this MOU, the Police Board may make any expenditure, and enter into any agreement to make an expenditure, included in the Approved Budgets without requiring further approval from City Council;
 - (b) nothing herein contained will limit City Council's authority to approve changes to the Approved Budgets, or approve additional expenditures; and
 - (c) The City remains, at all times, responsible for the costs associated with the contracted policing services provided by the RCMP, an estimate of which costs have been included in Schedule A (*Approved Budgets*) based on original projections of the timing and scope of deployment of SPS personnel, and which costs will increase, and result in a corresponding decrease to projected SPS deployment costs, based on the impact of changes to the transition plan and schedule.
3. *2021 Provisional Budget* – Recognizing:
- (a) the preliminary, preparatory and continuing work undertaken by the City to establish a municipal police department and to support, assist and advance the mandate of the Police Board until the Police Board is fully operational (which work includes financial modelling, budget drafting and resource allocation);
 - (b) the limited time and resources available to the Police Board given its recent establishment;
 - (c) the obligation of the Police Board to have financial oversight to meet its statutory obligations; and
 - (d) the mandatory requirement for the Police Board to create and submit its 2021 provisional budget to City Council for approval by November 30, 2020;
- the parties agree to work together on an ongoing basis to detail the cost components, expenditures and line items used to inform, and applicable to, the 2021 Approved Budget, and to effectively manage that Approved Budget and the expenditures thereunder, utilizing City staff, resources and data.
4. *Expenditure Management* – The parties acknowledge the Approved Budgets incorporate consolidated policing costs (RCMP contract, civilian support staff, establishment of the SPS, and one-time transition costs), which have been forecast by, among other things, incrementally scaling RCMP contract costs and SPS costs until SPS is fully operational and by applying infrastructure and other costs as per the Surrey Policing Transition Plan dated May 2019. Since the precise budget details and exact timing and transitional impacts are not currently fully determinable and are dependent on the pace of implementation, making it unrealistic for the City to separate out Police Board/SPS costs with certainty, the parties agree to collaborate on budget management to balance and adjust the allocations across all budget line items as required, and implement appropriate cost control measures, to ensure consolidated policing costs for the City are maintained within the Approved Budgets, unless otherwise approved by the City in accordance with the *Police Act*.
5. *Use of and Access to Budget Records* - The City shall share with the Police Board, as and when requested, the applicable data, inputs and other information and records owned, used or applied by the City to create the Approved Budgets and/or to support the assumptions made in the Approved Budgets (collectively, the "**Supporting Documents**"). Each party is entitled to use the Supporting Documents to the extent, and in the manner, required by such party to meet its statutory obligations and organizational purposes.

- 6. *Ongoing Advice and Support* – The City agrees to provide ongoing support and assistance to the Police Board as necessary to enable the Police Board to implement and manage the Approved Budgets and to interpret the Supporting Documents.
- 7. *Confidentiality* –The parties acknowledge the Supporting Documents contain or may contain policy advice and recommendations, public body confidences, legal advice, business, technical or other proprietary and confidential information. Each party agrees to maintain the confidentiality of the Supporting Documents and to provide sufficient notice to the other party if a request is made for third party disclosure of any of the Supporting Documents to enable the other party to restrict access to, or disclosure of the affected records to the extent permissible by law.
- 8. *FOIPPA* – The parties acknowledge they are both subject to the *Freedom of Information and Protection of Privacy Act ("FOIPPA")* and this MOU and the documents shared hereunder may be subject to disclosure under FOIPPA.
- 9. *Further Assurances.* The parties will execute and deliver such further transfers, instruments, agreements and other documents to do such further acts and things as may be necessary or desirable to give effect to the terms and conditions of this MOU.
- 10. *Counterparts* – This MOU may be executed electronically and in counterparts, all of which taken together will constitute one single agreement.

IN WITNESS WHEREOF the parties hereto have executed this MOU as of the date first above written.

CITY OF SURREY

SURREY POLICE BOARD

Name:
Title:

Name:
Title:

**SCHEDULE A
APPROVED BUDGETS**

City Council Approved 2020-2024 Financial Plan – Policing Budget

Policing budget (millions)

Policing - RCMP Contract
Policing - Surrey Police operating, including civilian support services
Office of Policing Transition
Operating Investments in Policing

One-Time Transition Costs

TOTAL

2020 - 2024 Financial Plan					
2020	2021	2022	2023	2024	TOTAL
141.9	35.6				177.5
24.2	153.1	199.4	203.4	209.4	789.5
0.8	0.8	-	-	-	1.6
166.9	189.5	199.4	203.4	209.4	968.6
25.2	19.6	0.4			45.2
192.1	209.1	199.8	203.4	209.4	1,013.8

Appendix II



REGULAR

REPORT DATE: September 10, 2020

BOARD MEETING DATE: September 15, 2020

BOARD REPORT # 2020-R006

TO: Surrey Police Board

FROM: General Manager, Policing Transition
 General Manager, Finance
 General Manager, Corporate Services

FILE: 7400-01

SUBJECT: Surrey Policing Transition – Interim Financial Procedures

RECOMMENDATION

The General Manager, Policing Transition, General Manager, Finance and General Manager, Corporate Services recommend that the Board:

- A. endorse the Chair, or a delegate, to sign a Memorandum of Understanding, substantially in the form attached as Appendix III, with the City of Surrey (the City) to agree to the terms by which the 2020 budget and 2021 provisional budget for policing operations will be adopted and expenditures managed, consistent with the Board and the municipality's obligations under the *BC Police Act* [RSBC 1996] (the *Police Act*).
- B. authorize the following interim expenditure limits until such time as a delegation and/or signing authority policy has been approved by the Board:
 - a. For expenditures up to \$100,000: the Executive Director is authorized to incur expenditures up to \$100,000 which are part of the approved budgets, and that the Executive Director enter into the resulting contracts on behalf of the Board; and
 - b. For expenditures over \$100,000: the Chair of the Finance Committee or their delegate is authorized to incur expenditures over \$100,000 which are part of the approved 2020 and 2021 policing transition budgets, and that the Chair of the Finance Committee or their delegate enter into the resulting contracts on behalf of the Board.

PURPOSE

This report outlines a series of interim financial procedures, including a Memorandum of Understanding (MOU), for adoption and management of the 2020 and 2021 budgets as well as a proposed delegation

of authority for expenditures, that will assist the Board and the City to meet their respective obligations under the *Police Act*.

BACKGROUND

A corresponding City of Surrey Corporate Report has also been prepared and forwarded to Council for the September 14, 2020 Council meeting.

The motion of City Council on November 5, 2018 to establish an independent municipal police service has unique implications for several budget years during the 'transition' phase while the Surrey Police Service (SPS) is being operationalized and contract policing by the RCMP is proportionately reduced.

Since the 2018 motion of City Council, the City has managed separate budgets for the RCMP contract, civilian support services and the policing transition team. In 2019, City Council approved the 2020-2024 Financial Plan for all of the above elements to continue, as well as one-time transition costs related to the establishment of the SPS (Appendix I).

The Provincial Municipal Policing Transition Study Committee (PMPTSC), chaired by the Honourable Wally Oppal in 2019, recommended a phased Integrated Transition Model and the establishment of a multi-party committee to manage specific aspects of the transition from a contract policing model to an independent municipal police service. To address this, on September 4, 2020, a tri-lateral committee (the committee) held a kick-off meeting. The committee has senior representatives from Public Safety Canada, the Ministry of Public Safety and the Solicitor General and the City of Surrey. A working group to support the committee will also be established. The committee is now working to confirm the Terms of Reference and a workplan. The committee will develop and promote an Integrated Transition Model. As a result, a budget model which incrementally scales the funding for the RCMP contract and SPS operations is required for 2021.

Effective July 6, 2020 when the Board became an independent entity established by the Province of BC, it acquired responsibilities and obligations under the *Police Act*, including for budgeting and financial management (Appendix II).

Both the Board and the municipality have specific and distinct obligations for financial matters under the *Police Act*.

- Section 15 of the *Police Act* imposes the obligation on the municipality to fund policing and law enforcement in the city, which includes providing funds for sufficient number of personnel and adequate accommodations, equipment and supplies.
- Section 27(1) of the *Police Act* states that, "on or before November 30 in each year, a municipal police board must prepare and submit to the council for its approval a provisional budget for the following year to provide policing and law enforcement in the municipality".

In 2020, funds to support the establishment of the SPS have been managed by the City within the budget for policing approved in the City's 2020-2024 Financial Plan. Further, costs related to the contracted policing model (by which the Province provides policing services through the RCMP) are the responsibility of the municipality and are governed by the Municipal Police Unit Agreement (MPUA).

As the Board begins the complex task of creating the SPS and during the early parts of the transition phase, the Board will have not have the personnel and other resources in place to independently

develop a provisional budget within the timelines prescribed by Section 27 of the *Police Act*. Therefore, there is a need to recognize the unique nature of this transition phase and advance a financial model and build a relationship that recognize and preserve the separate and distinct roles of the Board and the municipality while addressing the practical need for collaboration and interdependence.

DISCUSSION

Interim Financial Procedures - Memorandum of Understanding

In 2020, the City has managed the expenditures related to policing within the City's 2020 budget approved by City Council. It has incorporated four financial components of these expenditures (RCMP contract, civilian support staff, establishment of the SPS, and one-time costs) into a unified budget. It is recommended that the Board adopt the approved components of the City's 2020 budget applicable to the Board's/SPS' costs as the Board's budget for the remainder of 2020. To ensure seamless policing and recognizing the interdependencies between the RCMP contract costs and SPS establishment costs (based on the pace of SPS implementation), it is proposed that this unified budget approach continue in 2021. This can be achieved by the Board adopting the proposed amounts set out in the City's 2020-2024 Financial Plan for 2021 as the Board's 2021 provisional budget, with the understanding that the Board and the City will continue to work cooperatively to implement cost control measures and to refine the 2021 budget as more information becomes available and there is greater certainty with respect to project progress, including shifting allocations based on impacts of increases and decreases to deployment of SPS and RCMP personnel, respectively. The City will be working on its 2021 – 2025 Financial Plan in early fall and will present this to Council for review as part of the annual budget cycle.

The attached MOU effects the adoption of the budgets by the Board for the remainder of 2020 and for 2021 and provides a mechanism for continuous expenditure management throughout the transition phase to ensure costs are maintained within the budgeted amounts.

The MOU further provides the Board access to all supporting documents used to prepare the budgets and provides for the municipality to continue to provide ongoing support to the Board to implement and manage the approved budgets.

Interim Delegation of Authority

In 2020, the City has budgeted for several services that the Board and SPS require and, to date, has procured services and authorized the resulting expenditures in accordance with City policies.

To enable the Board to immediately procure services and incur expenses, it is recommended that authority to incur expenditures up to \$100,000 be delegated to the Executive Director, who is currently the sole employee of the Board. It is further recommended that authority to incur expenditures that are over \$100,000 be delegated to the Chair of the Finance Committee of the Board or their delegate. The above recommendations will ensure the Board have oversight over expenditures. Upon hiring of a Chief Constable, replacement or supplemental delegations of authority will be required to empower the Chief Constable.

CONCLUSION


The Board and the municipality have distinct obligations under the *Police Act*, and given the scope of work to create the SPS and the prescriptive timelines in the *Police Act*, it is necessary to agree to interim financial procedures by which the Board and the City can fulfil their legal obligations while managing existing financial commitments.



Terry Waterhouse
General Manager, Policing Transition



Kam Grewal
General Manager, Finance



Robert Costanzo
General Manager, Corporate Services

- Appendix I City Council Approved 2020-2024 Financial Plan – Policing Budget
- Appendix II Excerpt of Section 27 *BC Police Act* [RSBC 1996]
- Appendix III Draft Financial Responsibility Memorandum of Understanding

Appendix I

City Council Approved 2020-2024 Financial Plan – Policing Budget

Policing budget (millions)

	2020 - 2024 Financial Plan					TOTAL
	2020	2021	2022	2023	2024	
Policing - RCMP Contract	141.9	35.6				177.5
Policing - Surrey Police operating, including civilian support services	24.2	153.1	199.4	203.4	209.4	789.5
Office of Policing Transition	0.8	0.8	-	-	-	1.6
Operating Investments in Policing	166.9	189.5	199.4	203.4	209.4	968.6
One-Time Transition Costs	25.2	19.6	0.4			45.2
TOTAL	192.1	209.1	199.8	203.4	209.4	1,013.8

Appendix II**Excerpt of Section 27, BC Police Act [RSBC 1996]****Estimates and expenditures**

- 27** (1) On or before November 30 in each year, a municipal police board must prepare and submit to the council for its approval a provisional budget for the following year to provide policing and law enforcement in the municipality.
- (1.1) If a municipality has entered into an agreement referred to in section 66.2 (1.1) (b) with a treaty first nation, or an agreement referred to in section 66.2 (1.11) (b) with the Nisga'a Nation, for the duration of the agreement, the reference in subsection (1) of this section to "municipality" must be read as including the treaty lands of the treaty first nation or Nisga'a Lands, as applicable.
- (1.2) If a municipality is a specialized service provider, the reference in subsection (1) to "municipality" must be read as including areas within the specialized service area that are outside the municipality.
- (2) Any changes to the provisional budget under subsection (1) must be submitted to council on or before March 1 of the year to which the provisional budget relates.
- (3) If a council does not approve an item in the budget, the director, on application by the council or the municipal police board, must
- (a) determine whether the item or amount should be included in the budget, and
 - (b) report the director's findings to the municipal police board, the council and the minister.
- (4) Subject to subsection (3), a council must include in its budget the costs in the provisional budget prepared by the municipal police board.
- (5) On certification by the municipal police board members that an expenditure is within the budget prepared by the municipal police board, the council must pay the amount of the expenditure.
- (6) Unless the council otherwise approves, a municipal police board must not make an expenditure, or enter an agreement to make an expenditure, that is not specified in the board's budget and approved by the council.

Appendix III

FINANCIAL RESPONSIBILITY MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made effective as of _____, 2020

BETWEEN:

CITY OF SURREY, 13450 104th Avenue, Surrey, BC V3T 1V8 (the "**City**")

AND:

SURREY POLICE BOARD, 13450 104th Avenue, Surrey, BC V3T 1V8 (the "**Police Board**")

WHEREAS:

A. The City, in preparation for the establishment of the Police Board, and to assist and support the Police Board in meeting its statutory obligations, including the creation of a municipal police department, has undertaken preliminary work, including financial modelling, forecasting, budget creation and budget approval.

B. The parties enter into this Memorandum of Understanding for:

4. the Police Board to adopt, as its budget allocation, the amounts which have been approved by the council of the City ("**City Council**") as part of the City's 2020 – 2024 Financial Plan;
5. the parties to establish a framework to collaboratively refine cost allocations and budget details to recognize changing circumstances and their financial impacts for 2021; and
6. the parties to manage policing expenditures within budgeted amounts based on the evolving allocation of police personnel between Surrey Police Service (SPS) and the Royal Canadian Mounted Police (RCMP) until the SPS is fully operational.

NOW THEREFORE in consideration of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereby covenant and agree as follows:

11. *Budget Adoption*

- (a) The Police Board hereby adopts, at its budget allocation for the balance of 2020 and for 2021, the amounts which have been approved by City Council as part of the City's 2020 – 2024 Financial Plan, as shown in Schedule A (*Approved Budgets*) to the extent of, and with respect to, the expenditures necessary for and applicable to the role, responsibility and authority of the Police Board pursuant to the *Police Act* (the "**Approved Budgets**"); and
- (b) The Police Board and the City agree the Approved Budgets are, for the purposes of the *Police Act*, the Police Board's budget for 2020, and the Police Board's provisional budget for 2021 to the extent of, and with respect to, the expenditures necessary for and applicable to the role, responsibility and authority of the Police Board pursuant to the *Police Act*, despite the Approved Budgets not having been prepared by the Police Board and, with respect to 2021, subject to ongoing adjustment and refinement pursuant to section 13 (*2021 Provisional Budget*);.

12. *Effect of Budget Adoption* – The parties acknowledge and agree:
- (a) subject to section 13 (*2021 Provisional Budget*), section 14 (*Expenditure Management*) and section 16 (*Ongoing Advice and Support*), the Police Board may make any expenditure, and enter into any agreement to make an expenditure, included in the Approved Budgets without requiring further approval from City Council;
 - (b) nothing herein contained will limit City Council's authority to approve changes to the Approved Budgets, or approve additional expenditures; and
 - (c) The City remains, at all times, responsible for the costs associated with the contracted policing services provided by the RCMP, an estimate of which costs have been included in Schedule A (*Approved Budgets*) based on original projections of the timing and scope of deployment of SPS personnel, and which costs will increase, and result in a corresponding decrease to projected SPS deployment costs, based on the impact of changes to the transition plan and schedule.
13. *2021 Provisional Budget* – Recognizing:
- (a) the preliminary, preparatory and continuing work undertaken by the City to establish a municipal police department and to support, assist and advance the mandate of the Police Board until the Police Board is fully operational (which work includes financial modelling, budget drafting and resource allocation); and
 - (b) the limited time and resources available to the Police Board given its recent establishment;
 - (c) the obligation of the Police Board to have financial oversight to meet its statutory obligations; and
 - (d) the mandatory requirement for the Police Board to create and submit its 2021 provisional budget to City Council for approval by November 31, 2020;
- the parties agree to work together on an ongoing basis to detail the cost components, expenditures and line items used to inform, and applicable to, the 2021 Approved Budget, and to effectively manage that Approved Budget and the expenditures thereunder, utilizing City staff, resources and data.
14. *Expenditure Management* – The parties acknowledge the Approved Budgets incorporate consolidated policing costs (RCMP contract, civilian support staff, establishment of the SPS, and one-time transition costs), which have been forecast by, among other things, incrementally scaling RCMP contract costs and SPS costs until SPS is fully operational and by applying infrastructure and other costs as per the Surrey Policing Transition Plan dated May 2019. Since the precise budget details and exact timing and transitional impacts are not currently fully determinable and are dependent on the pace of implementation, making it unrealistic for the City to separate out Police Board/SPS costs with certainty, the parties agree to collaborate on budget management to balance and adjust the allocations across all budget line items as required, and implement appropriate cost control measures, to ensure consolidated policing costs for the City are maintained within the Approved Budgets, unless otherwise approved by the City in accordance with the *Police Act*.
15. *Use of and Access to Budget Records* - The City shall share with the Police Board, as and when requested, the applicable data, inputs and other information and records owned, used or applied by the City to create the Approved Budgets and/or to support the assumptions made in the Approved Budgets (collectively, the "**Supporting Documents**"). Each party is entitled to use the Supporting Documents to the extent, and in the manner, required by such party to meet its statutory obligations and organizational purposes.

- 16. *Ongoing Advice and Support* – The City agrees to provide ongoing support and assistance to the Police Board as necessary to enable the Police Board to implement and manage the Approved Budgets and to interpret the Supporting Documents.
- 17. *Confidentiality* –The parties acknowledge the Supporting Documents contain or may contain policy advice and recommendations, public body confidences, legal advice, business, technical or other proprietary and confidential information. Each party agrees to maintain the confidentiality of the Supporting Documents and to provide sufficient notice to the other party if a request is made for third party disclosure of any of the Supporting Documents to enable the other party to restrict access to, or disclosure of the affected records to the extent permissible by law.
- 18. *FOIPPA* – The parties acknowledge they are both subject to the *Freedom of Information and Protection of Privacy Act ("FOIPPA")* and this MOU and the documents shared hereunder may be subject to disclosure under FOIPPA.
- 19. *Further Assurances.* The parties will execute and deliver such further transfers, instruments, agreements and other documents to do such further acts and things as may be necessary or desirable to give effect to the terms and conditions of this MOU.
- 20. *Counterparts* – This MOU may be executed electronically and in counterparts, all of which taken together will constitute one single agreement.

IN WITNESS WHEREOF the parties hereto have executed this MOU as of the date first above written.

CITY OF SURREY

SURREY POLICE BOARD

Name:
Title:

Name:
Title:

**SCHEDULE A
APPROVED BUDGETS**

City Council Approved 2020-2024 Financial Plan – Policing Budget

Policing budget (millions)

	2020 - 2024 Financial Plan					TOTAL
	2020	2021	2022	2023	2024	
Policing - RCMP Contract	141.9	35.6				177.5
Policing - Surrey Police operating, including civilian support services	24.2	153.1	199.4	203.4	209.4	789.5
Office of Policing Transition	0.8	0.8	-	-	-	1.6
Operating Investments in Policing	166.9	189.5	199.4	203.4	209.4	968.6
One-Time Transition Costs	25.2	19.6	0.4			45.2
TOTAL	192.1	209.1	199.8	203.4	209.4	1,013.8



REGULAR

REPORT DATE: November 10, 2020

BOARD MEETING DATE: November 20, 2020

BOARD REPORT # 2020-FIN006

TO: Surrey Police Board

FROM: Finance Committee

FILE: 60540-20-04

SUBJECT: Surrey Police Service Chief Constable – Interim Expense Policy

RECOMMENDATION

The Finance Committee recommends that the Board:

- A. Receive this report for information; and
- B. Authorize, on an interim measure, the adoption of the City of Surrey Expense Policy by the Surrey Police Board.

PURPOSE

With the imminent hiring date of the Surrey Police Service (SPS) Chief Constable approaching, it is prudent to implement certain finance policies to ensure appropriate oversight of their spending and the related delegation of authority. In this report, staff recommend the interim adoption of certain City of Surrey (the City) finance policies and practices to facilitate the operationalization of the SPS Chief Constable.

In the longer term, with input from the Finance Committee, the Board, and the SPS Chief Constable, the Board's finance policies will be developed and appropriately reviewed and approved.

BACKGROUND

On August 6, 2020, the Board adopted a motion to create the SPS. The *BC Police Act* [RSPC 1996] (the *Police Act*) defines roles and responsibilities for the Board, the Chief Constable, the municipality, and others in making decisions regarding a municipal police service. Decision-making on issues related to the establishment and operation of the SPS must be consistent with the *BC Police Act*.

Under Section 26(1) of the *Police Act* the Board must, following establishment of a municipal police department, appoint a Chief Constable and the constables and employees necessary to provide policing and law enforcement services in the municipality.

DISCUSSION

The hiring of the SPS Chief Constable will require that certain financial policies/practices be implemented immediately. At the same time, the Board must balance ensuring the SPS Chief Constable has the basic resources from their date of hire, with ensuring the appropriate financial oversight responsibilities of the Board are in place.

The City has an Expense Policy (Appendix I) that provides initial structure required on an interim basis. Thus, on an interim basis, the Finance Committee recommends the Board adopt this policy on an interim basis. It is anticipated that the Board will develop its own Expense Policy subsequent to the hire of the SPS Chief Constable.

CONCLUSION

Once the Board approves the Interim Expense Policy will provide the necessary practices and oversight on an interim basis until all necessary SPS policies are developed and adopted.



Elizabeth Model
Chair, Finance Committee

Appendix I City of Surrey Expense Policy



CITY POLICY

No. Q-26

REFERENCE:	APPROVED BY:	CITY COUNCIL
SPECIAL COUNCIL MINUTES	DATE:	16 MAY 2016 (CR 110: RES.R16-961)
	HISTORY:	6 DECEMBER 2004 (RES.R04-3329) 27 FEB 1995

TITLE: EXPENSE POLICY FOR EMPLOYEES & OTHER AUTHORIZED PERSONS

Section 1 Approval Authorities and Expense Claim Procedures

- 1.1 Approval Authorities
- 1.2 Authority to Approve Exceptions
- 1.3 Departmental Approval of Expense Claims
- 1.4 Finance Department Processing of Expense Claims
- 1.5 Original Receipts Required

Section 2 Costs Not Eligible for Reimbursement Without Written Approval of the City Manager

- 2.1 Costs Not Eligible

Section 3 Transportation

- 3.1 Means of Travel
- 3.2 Travel by Own Vehicle
- 3.3 Travel by City-Owned or City-Leased Vehicle
- 3.4 Travelling as a Group by Vehicle
- 3.5 Class of Air Travel
- 3.6 Air Porter, Taxi, and Parking
- 3.7 Rental Vehicles
- 3.8 Travel Insurance and Passports
- 3.9 Combining Business Travel with Personal Travel
- 3.10 Spousal or Partner Travel

This policy is subject to any specific provisions of the Local Government Act, or other relevant legislation or Union agreement.

TITLE: EXPENSE POLICY FOR EMPLOYEES (Cont'd)**Q-26(2)****Section 4 Accommodation, Miscellaneous Reimbursable Expenses, and Per Diem Allowance**

- 4.1 Class of Accommodation
- 4.2 Telephone Calls and Miscellaneous Business Services and Supplies
- 4.3 Cleaning Expenses
- 4.4 Registration Fees and Business Meals
- 4.5 Full Day Per Diem Allowance for Overnight Travel
- 4.6 Prorated Per Diem Allowance
- 4.7 Expenses Covered by the Per Diem Allowance

SECTION 1: APPROVAL AUTHORITIES AND EXPENSE CLAIM PROCEDURES**1.1 Approval Authorities**

Traveller	Day Trip	Up to \$2,000	Up to \$6,000	Over \$6,000
City Manager	City Manager	City Manager	City Manager	Council
General Manager	General Manager	General Manager	City Manager	City Manager
Division Manager	Division Manager	Division Manager	General Manager	City Manager
Other Employees	Department Policy	Division Manager	General Manager	City Manager
Other Persons	Council	Council	Council	Council

Note 1: In the case of Fire and Police, General Manager refers to the Fire Chief, and the Officer-in-Charge, and Division Manager refers to positions as defined by the Fire Chief and the Officer-in-Charge.

Note 2: Day Trip means travel involving no overnight accommodation.

General Notes:

- Approval for travel must be given in writing.
- For travel involving overnight accommodation, the traveller should submit a detailed estimate of the total costs when requesting approval for the travel.
- Each department will be responsible for appointing Expense Claim Approval Employees who will authorize the approval of expense claims for payments.

This policy is subject to any specific provisions of the Local Government Act, or other relevant legislation or Union agreement.

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1.2 Authority to Approve Exceptions

The City Manager is authorized to approve exceptions to the policy and to report to Council on a discretionary basis. For reimbursement of expenses, the General Manager, Finance is authorized to approve exceptions to policy and to report to the City Manager on a discretionary basis.

1.3 Departmental Approval of Expense Claims

Expense claims must be:

- (i) submitted on the appropriate expense claim form with original receipts and a copy of any necessary written approvals or cost estimates (per Section 1.1);
- (ii) signed and dated by the traveller and submitted to a Departmental Expense Claim Approval Employee within ten calendar days of return from travel;
- (iii) signed and dated by the Expense Claim Approval Employee and submitted to Accounts Payable within five working days.

This signature will confirm that:

- the claim is signed and dated by the claimant
- any necessary approvals and estimates are attached
- original receipts (or acceptable substitutes) are attached
- receipts agree with amounts claimed
- arithmetic is correct and GST rebates are claimed
- the claim reflects any advances/prepayments
- the expense is coded correctly
- the claim is in compliance with policy.

1.4 Finance Department Processing of Expense Claims

The Finance Department will ensure that the claim has been signed and dated by an authorized Expense Approval Employee and that advances/prepayments have been cleared correctly, and will provide reimbursement within eight working days.

Depending on the nature and amount of a claim, the Finance Department may at their discretion perform cursory reviews of a claim, and if discrepancies are discovered, the Expense Approval Employee will be contacted. Employees will be required to reimburse the City for any expenses incorrectly claimed.

Detailed audits of some claims will also be performed on a regular basis.

1.5 Original Receipts Required

This policy is subject to any specific provisions of the Local Government Act, or other relevant legislation or Union agreement.

Original receipts are required for reimbursement of expenses. For unusual occasions when an original receipt is not available, an alternative expenditure verification that is satisfactory to the Finance Department must be provided.

SECTION 2: COSTS NOT ELIGIBLE FOR REIMBURSEMENT WITHOUT WRITTEN APPROVAL OF THE CITY MANAGER

2.1 Costs Not Eligible

- (i) Overnight accommodation costs within Surrey
- (ii) Traffic fines or parking tickets
- (iii) Vehicle repair, towing, or accident costs
- (iv) Child care, house-minding, or security costs
- (v) Lost wages, income, or opportunity costs
- (vi) Transportation costs within Surrey, other than travel specifically outlined in Section 3.2
- (vii) Costs reimbursed by another organization or source
- (viii) Spousal or partner travel costs
- (iv) Any expense claim which the General Manager, Finance determines to be in excess of expense policy limits or standards, to be lacking adequate documentation, or to be beyond the scope, spirit, or intent of the policy.

SECTION 3: TRANSPORTATION

3.1 Means of Travel

Travellers may choose their means of travel. All costs, including accommodations and per diems, must be reasonable in relation to the distance travelled and the means of travel. The total amount claimed may not exceed the total cost based on a travel by air.

3.2 Travel by Own Vehicle

Except for those employees receiving monthly vehicle allowances, authorized travellers using their own vehicle may, subject to Section 3.1, claim vehicle mileage for the distance travelled, based on the City's prevailing rate for mileage reimbursement (odometer readings must be supplied). Those employees receiving monthly vehicle allowances may claim 50% of the prevailing rate for mileage reimbursement for travel in excess of 120 kilometres when the one-way distance by road to the travel destination is in excess of 60 kilometres from Surrey City Hall.

Road tolls and parking costs may also be claimed.

3.3 Travel by City-Owned or City-Leased Vehicle

Travellers authorized to travel outside of Surrey by City-owned or City-leased vehicle may, subject to Section 3.1, claim any actual out-of-pocket vehicle expenses incurred, including gas, oil, repair and towing costs, road rolls and parking costs.

This policy is subject to any specific provisions of the Local Government Act, or other relevant legislation or Union agreement.

3.4 Travelling as a Group by Vehicle

If two or more travellers travel together in the same vehicle, only the traveller who incurs the expenses of operating the vehicle may claim the vehicle costs or the mileage allowance.

3.5 Class of air Travel

- (i) The traveller must book a reasonable mode of travel of air travel that can include the cost of the airfare, seat selection and checked bags.
- (ii) For flights exceeding nine hours, the traveller may book business class.
- (iii) Benefits from any promotional offers are to be passed on to the City whenever possible.

3.6 Air Porter, Taxi, and Parking

- (i) Air Porter or taxi fares to and from the airport/transportation terminal may be claimed.
- (ii) Travellers wishing to drive a vehicle to the transportation terminal and then park the vehicle for the duration of the trip may claim the cost of mileage and parking. These costs must be reasonable compared to the cost of taxi ground transportation from their home to the terminal, plus return.

3.7 Rental Vehicles

- (i) Class of Vehicle

Compact, economical cars must be used unless 3 or more persons are travelling together, in which case a larger non-luxury vehicle will be permitted.
- (ii) Insurance

It is the responsibility of the traveller to ensure that insurance coverage (limits and deductibles) is adequate. Contact the City of Surrey Risk Manager for advice.

3.8 Travel Insurance and Passports

- (i) Cancellation Insurance

If air travel has been arranged based on a special fare, such as a "seat sale" fare, the traveller may claim the cost of cancellation insurance.

This policy is subject to any specific provisions of the Local Government Act, or other relevant legislation or Union agreement.

(ii) Medical Insurance and Vaccinations

For any travel outside of Canada, the traveller may claim the cost of additional medical insurance and the cost of vaccinations.

(iii) Passports

For any travel outside of North America, the traveller may claim the cost of obtaining a passport.

3.9 Combining Business Travel with Personal Travel

Travellers wishing to combine a business trip with personal travel may do so at their own expense. The traveller will be required to pay any additional living and accommodation expenses that are not associated with the business travel.

The City's portion of the air fare shall be the lower of:

- (i) the actual combined fare; or
- (ii) the cost of a direct, return flight to/from the business destination based on the lowest fare that includes seat selection and one checked bag available on the date of booking.

3.10 Spousal or Partner Travel

- (i) Spousal or partner travel will not be paid by the City, unless the traveller is sight or physically handicapped and requires personal assistance to travel on City business. Prior approval of the City Manager is required. The spouse or partner will be entitled to claim for the same expenses and allowances as the travelling companion.
- (ii) The City may prepay a registration fee or some other expense on behalf of a spouse or travel partner, provided that the City will be reimbursed for this expense within ten calendar days of return from travel. The spouse or travel partner must also reimburse the City for any pre-payments or portions thereof which are forfeited due to non-attendance by the spouse or travel partner.

SECTION 4: ACCOMMODATION, MISCELLANEOUS REIMBURSABLE EXPENSES AND PER DIEM ALLOWANCE**4.1 Class of Accommodation**

- (i) Whenever possible, accommodation cost should not exceed the cost of a standard room, double occupancy.

This policy is subject to any specific provisions of the Local Government Act, or other relevant legislation or Union agreement.

- (ii) Travellers should book reputable accommodation close to the business or conference location at the lowest rate available to the City.

4.2 Telephone Calls and Miscellaneous Business Services and Supplies

Business telephone calls may be claimed provided the party called has been identified. Office services and supplies required to complete City business (including wifi, fax, courier, postage, and business machine rental) may be claimed.

4.3 Cleaning Expenses

Costs incurred for cleaning clothing during a trip may be claimed.

4.4 Registration Fees and Business Meals

- (i) Conference, convention, training, and course registration fees may be claimed.
- (ii) When no overnight travel is involved and it is not practical to obtain a receipt, a meal cost may be claimed based on the prorated per diem allowance amount (see Section 4.6).
- (iii) Business meal costs claimed using receipts may not exceed 125% of the total prorated per diem meal entitlement, and the claim may not include alcoholic beverages.
- (iv) When guests' meal costs are included in a business meal expense claim, the guests must be identified. The same limits and restrictions apply to guests' meal costs, but receipts may be averaged to determine a cost per person.

4.5 Full Day Per Diem Allowance for Overnight Travel (Receipts not Required)

<u>Within Canada</u>	<u>Within USA</u>	<u>Other Countries</u>
\$90.00	\$90.00 US	\$90.00 US or actual (receipts required)

4.6 Prorated Per Diem Allowance

- (i) For prorating the per diem, the following breakdown applies:

	<u>No Receipts</u>	<u>With Receipts</u>
Breakfast	\$15.00	\$20.00
Lunch	20.00	25.00
Dinner	40.00	50.00

This policy is subject to any specific provisions of the Local Government Act, or other relevant legislation or Union agreement.

TITLE: EXPENSE POLICY FOR EMPLOYEES (Cont'd)**Q-26(8)**

Incidentals	<u>15.00</u>	<u>20.00</u>
Total	<u>\$90.00</u>	<u>\$115.00</u>

- (ii) Employees are expected to deduct the prorated meal amount for any meal costs not incurred due to late departure or early arrival home, due to a registration fee including the cost of a meal, or due to similar circumstances.

4.7 Expenses Covered by the Full Day Per Diem Allowance

- (i) Meals, beverages, gratuities, and taxes (Note: Gratuities are not to exceed 15%).
- (ii) Taxi (other than to/from transportation terminals, or conference/business centres as these expenses are covered under Section 3.6).
- (iii) Parking (other than at transportation terminals, conference/business centres, or accommodation site as these expenses are covered under Section 3.6).
- (iv) Telephone (other than City business calls).
- (v) Nominal promotion and other business related expenses.
- (vi) Incidental expenditures for which a receipt would not normally be obtained.
- (vii) All personal supplies.

This policy is subject to any specific provisions of the Local Government Act, or other relevant legislation or Union agreement.

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REGULAR

REPORT DATE: November 10, 2020
BOARD MEETING DATE: November 20, 2020
REPORT # 2020-GOV003

TO: Surrey Police Board

FROM: Governance Committee

FILE: 60540-20-03

SUBJECT: Information Ownership and Records Management

RECOMMENDATION

The Governance Committee recommends that the Board:

- A. Enter into an agreement with the City of Surrey to:
 - i. Transfer ownership to the Board of records created by the City of Surrey to support and facilitate the mandate of the Board;
 - ii. To address the ongoing management, transfer and disclosure of those records; and
 - iii. To enable the City of Surrey to use the records for the City of Surrey's own purposes; and
- B. Authorize the Chair or their delegate to execute an Information Ownership and Transfer of Interest Agreement.

PURPOSE

This report outlines an agreement between the City of Surrey (the City) and the Board to transfer ownership of applicable work product from the City to the Board to ensure those records are under the ownership and control of the appropriate party and that requests for access to those records are handled in a timely and responsive manner.

BACKGROUND

Effective July 6, 2020, by Provincial Order-in-Council, the Board was established and thereupon empowered under the *BC Police Act* [RSPC 1996] (the *Police Act*) to establish a municipal police service. The Board, through its Executive Director, began directly undertaking work to meet its statutory mandate and to comply with its obligations under the *Police Act*, with the Board's own records maintained separate and apart from records of the City. In November 2018, the City created a policing transition project team that undertook (and continues to undertake) work intended for the use and benefit of the Board to support the Board and the establishment of the Surrey Police Service (SPS). That work product is currently retained by the City in its own document management system.

With the inter-relationship among City, the Board and the SPS, and recognizing the preparatory and preliminary work proactively undertaken by the City to advance the project for itself and the Board, it is important to ensure the use and ownership of the work product is documented to enable each party to own and control its own documents and use the work product. As the City, the Board and the SPS are each subject to the *Freedom of Information and Protection of Privacy Act* (FOIPPA), each party must meet its FOIPPA obligations with respect to documents in their control and to conduct themselves with the required transparency, while also respecting the confidentiality and sensitivity of some of the documents which are, or will come into, their possession.

DISCUSSION

The City currently maintains records with respect to the project comprised of:

- Its existing arrangements for policing and law enforcement, its request to the Province for approval for a municipal police department, and for exercising its rights and comply with its own legal obligations (the City Records); and
- The work product created to support and assist the Board in meeting its mandate under the *Police Act*, including the creation of the SPS (the Board Records), which include:
 - *Pre-Board establishment records* - created by the City which, had the Board existed at the relevant time, would have been created at the direction of the Board; and
 - *Post-Board establishment records* - created by the City in furtherance of, or to support and assist the Board with, Board related matters.

With the establishment of the Board, it is timely to ensure the Board has ownership of, and control over, the Board Records, with appropriate confidentiality obligations. Those records must also be accessible to the City, permitting the City to use, reference and adapt the principles, concepts and practices contained in those records for its own purposes. As a result, an Information Ownership and Transfer Agreement (the agreement) (Appendix I) has been developed to allow each party control over its own records. The agreement ensures that there is certainty regarding responsibility for responding to access requests under FOIPPA and enables more effective management of, and timely response to, those requests. The agreement would also permit the City to leverage the time, effort, costs, research and other work and resources expended by the City by using the work product for the City's own purposes.

The City has a well-established Freedom of Information process and will continue to receive and handle requests that relate to the City's role in the policing transition and records existing prior to the date of creation of the Board, including the pre-existing Board Records. Going forward, the Board will manage requests that directly concern or relate to the Board matters or Board members and any Board Records developed by the City for the Board on or after July 6, 2020.

The Police Board's Freedom of Information Committee, currently a committee of the whole, will oversee FOI requests and, through the Executive Director, ensure the Board is compliant with FOIPPA.

CONCLUSION

An agreement is required to address the ownership, control and use of Board Records and to implement processes for appropriate document management and public disclosure of those records.

A handwritten signature in black ink, appearing to read 'H. Chappell', written in a cursive style.

Harley Chappell
Chair, Governance Committee

INFORMATION OWNERSHIP AND TRANSFER AGREEMENT

THIS AGREEMENT, made effective as of July 6, 2020

BETWEEN:

CITY OF SURREY

(the "City")

AND:

SURREY POLICE BOARD

(the "Police Board")

WHEREAS:

- A. The Police Board, established effective July 6, 2020 (the "**Commencement Date**") under the *Police Act* [RSBC 1996] Chapter 367 (the "**Police Act**"), has a statutory obligation to create a municipal police department to provide policing and law enforcement in the city of Surrey.
- B. The City, in preparation for the establishment of the Police Board, and to assist and support the Police Board to meet its statutory obligations, has undertaken preliminary work intended to be for, and on behalf of, the Police Board.
- C. The parties enter into this Agreement to document the transfer of ownership of the records created by the City as part of the preliminary work undertaken by the City, to document the City's obligations and continuing rights with respect to those records and any future work product created by the City for, and on behalf of, the Police Board, and to provide direction for responding to requests for access to records under the *Freedom of Information and Protection of Privacy Act* ("**FOIPPA**").

NOW THEREFORE in consideration of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereby covenant and agree as follows:

1.0 Ownership of Records

- 1.1 *Definition of Work Product.* For the purposes of this agreement, "**Work Product**" means the documents, drawings, photographs, letters, papers and any other record on which information is recorded or stored by graphic, electronic, mechanical or other means (whether fully or partially completed) developed by, or on behalf of, or for, or at the request of, the City, whether existing prior to the establishment of the Police Board or developed, amended or updated thereafter, related to:
 - (a) the administration and operation of the Police Board; or
 - (b) the activity of the creation of the municipal police department;and which by their nature, scope, purpose or otherwise would have been developed or created by, or on behalf of, or for, or at the request of, the Police Board or the Surrey Police Service (the "**SPS**") had the Police Board or the SPS been in existence at the relevant time.
- 1.2 *Ownership and Control.* The parties hereby acknowledge and agree the Police Board owns and controls all right, title and interest in and to all Work Product, whether existing prior to the Commencement Date or developed, amended or updated thereafter. The City does hereby assign and transfer the Work Product to the Police Board, including the intellectual property rights therein, and the City hereby waives any moral rights it may have in the Work Product.

- 1.3 *Effect of Ongoing Support.* The parties acknowledge the City may provide ongoing support and assistance to the Police Board and hereby confirm the records created by the City as part of that support and assistance fall into and form part of the Work Product.
- 1.4 *No Representations or Warranties.* The City makes no representations or warranties, express or implied, as to the accuracy or completeness of the Work Product, and shall not have any liability or responsibility relating to the Work Product or for any decisions made by the Police Board or SPS in reliance thereon.
- 1.5 *Retention Work Product.* Despite the transfer of ownership of the Work Product hereunder, the City is entitled to retain copies of the Work Product for archival purposes and to comply with applicable laws, provided that, subject to sections 1.6 (*Use of Work Product*) and 4.2 (*Requests for Disclosure*), such Work Product shall be subject to the confidentiality obligations of this Agreement for so long as it is so retained.
- 1.6 *Use of Work Product.* The Police Board acknowledges the Work Product was developed, in whole or in part, through the skills, expertise, knowledge and resources of City personnel, contractors and consultants and encompasses topics, principles, methodologies, frameworks, deliverables and other outcomes having applicability across a spectrum of organizational structures and functional areas. Accordingly, the Police Board agrees the City may use the Work Product, and any of the learned knowledge acquired in the course of developing the Work Product, for the City's own purposes. The resulting work product shall belong to the City and not owned by, or attributable in any way to, the Police Board or the SPS, despite any similarity to the Work Product, and the Police Board will not have any rights in or to that resulting work product.

2.0 Access to, and Transfer of, Records

- 2.1 *Retention of Records.* The parties acknowledge the transfer of the Work Product by the City to the Police Board may be a significant undertaking of extended duration requiring diligence and resource allocation and continuity. Despite the Work Product continuing to be stored with the City, the City acknowledges and agrees such Work Product is, and remains, the property, and under the care and control, of the Police Board and, except as otherwise provided herein, the City does not acquire or have any rights or interest in or to the Work Product, or ownership or control of the Work Product, as a result of thereof.
- 2.2 *Transfer of Records.* The City shall use commercially reasonable efforts to promptly transfer the Work Product to a secure drive or site with controlled and restricted access or otherwise establish protocols and processes to demarcate the Work Product as owned by the Police Board. Upon the City being advised or becoming aware the Police Board has secured its own information management infrastructure and data centre, the City will promptly and securely deliver over the Work Product to the Police Board or directly transfer the Work Product to such data centre.
- 2.3 *Access to Records.* Until the City has delivered over the Work Product to the Police Board, the City shall ensure the Police Board and its designated representatives have access to, and control of, the Work Product as and when required, and shall be entitled to access and use the City's information management infrastructure and data centre to use and manage the Work Product.

3.0 Confidentiality

- 3.1 *Confidential Information.* The Work Product is the confidential information of the Police Board and not the City. The parties acknowledge the Work Product, in whole or in part, contains or may contain policy advice and recommendations, public body confidences, legal advice, business, technical or other proprietary information and/or information whose disclosure may be harmful to law enforcement or inter-governmental relations or negotiations, or harmful to an individual, public safety or personal privacy. The City acknowledges and agrees unauthorized use or disclosure of the Work Product may cause irreparable harm to the Police Board and others.
- 3.2 *Confidentiality Obligations.* Except as required by law or permitted by this Agreement, the City will keep the Work Product strictly confidential, and will not, without the prior express written consent of the Police Board, publish, release, disclose or permit to be disclosed the Work Product to any person or corporation, except on a “need to know” basis as required for the City to perform or complete any work to assist and support the Police Board as requested and provided such person or corporation is bound by confidentiality obligations.

4.0 Freedom of Information

- 4.1 *FOIPPA.* The parties acknowledge they are both subject to FOIPPA and this Agreement and the information contained in it may be subject to disclosure under FOIPPA subject to certain exceptions set out in FOIPPA.
- 4.2 *Requests for Disclosure.* If either party receives a request for access to a record pursuant to section 5 of FOIPPA and that request may include a record forming part of the Work Product, subject to and in compliance with FOIPPA, such request will be handled in the following manner:
- (a) *Pre-Commencement Date Records* – Since, at the relevant time, the City was the first to produce or obtain the record, and the record was, at the relevant time, in the City’s care and custody, the City will be responsible for handling any request for disclosure of records created prior to the Commencement Date, including:
 - (i) responding to the requestor;
 - (ii) having regard to, and complying with, section 11 of FOIPPA (*Transferring a request*) as applicable, including transfer to the Police Board for any post-Commencement Date records captured by the request; and
 - (iii) providing to the Police Board notice of the request, and details of the Work Product subject to disclosure, to enable the Police Board to prevent disclosure, if necessary, to the extent permissible by FOIPPA
 - (b) *Post-Commencement Date Records* – Since, at the relevant time, the record was produced by or for the Police Board, and despite the record being located on the City’s servers or in the City’s document management system is owned by and in the custody and control of the Police Board, the Police Board will be responsible for handling the request with respect to records created on or after the Commencement Date, including:
 - (i) responding to the requestor; and
 - (ii) having regard to, and complying with, section 11 of FOIPPA (*Transferring a request*) as applicable, including transfer to the City for any pre-Commencement Date records captured by the request, subject to the City providing to the Police Board details of the Work Product subject to disclosure, to enable the Police Board to prevent disclosure, if necessary, to the extent permissible by FOIPPA.

5.0 General

- 5.1 *Information Sharing.* Recognizing the continuing relationship between the parties and the mutual benefits realized by the parties through the sharing of information related to policies, procedures and practices, in the spirit of collaboration, cooperation and support, the parties will endeavor to regularly exchange updates and revisions to the Work Product and the resulting records derived from the use of the Work Product, as the case may be, as may be applicable to the business and operations of the other party, subject to limits on disclosure in accordance with applicable laws.
- 5.2 *No Agency.* Nothing contained in this Agreement will be construed or deemed to authorize one party to act as agent for the other, and neither party will contract, agree or make any commitment, representation or warranty which binds the other party, or otherwise do any act in the name of, or purport to act on behalf of, the other party.
- 5.3 *Counterparts.* This Agreement may be executed electronically and in counterparts, all of which taken together will constitute one single agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

CITY OF SURREY

SURREY POLICE BOARD

Name:
Title:

Name:
Title:

Name:
Title:

From: [Melissa Granum](#)
To: [Marion Chow](#)
Subject: FW: PRIMECorp 2019-2020 Annual Report Published
Date: October 21, 2020 3:23:44 PM

From: Marion Wong <marion.wong@Primebc.ca>
Sent: October 15, 2020 4:10 PM
Subject: PRIMECorp 2019-2020 Annual Report Published

Sent on behalf of Mr. Wayne Plamondon, PRIMECorp COO

I am pleased to share the 2019-2020 PRIMECorp Annual Report and financial statements. The report covers the period from April 1, 2019 to March 31, 2020. Both documents are [available online](#).

From launching our Strategic Action Plan to consulting with the policing and justice community on the evolution of information management, the last 18 months have been focused on planning and looking ahead to the future. As we began 2020, the COVID-19 pandemic forced all of us to shift priorities and our everyday practices. We want to express our gratitude to the police officers who continue to work so hard to keep all British Columbians safe during these unprecedented circumstances.

And thank you to the PRIMECorp team for their flexibility and ongoing dedication to serve the police community in our province.

If you have any questions, don't hesitate to contact me.

Sincerely,
Wayne Plamondon
PRIMECorp COO

Marion Wong
Administrative Assistant
P: 604-215-4702 | www.primecorpbc.ca



Proudly supporting British Columbia's policing community through PRIME-BC