

CORP Payment  
and Invoice Details  
Current and  
Previous Run  
Date: 11-10-27  
Run Time:  
11:01:11

Ministry Name:Att  
Gen, Solicitor Gen,  
Aborig Rel & Rec

Payee Name	Supplier Number	Payment Number	Invoice Number	Payment Date	Invoice Date	GL Account	Invoice Paid Amount	Payment Amount	Void Date	Replacement Payment #	Original Payment #	Prepay Invoice Number
JOHN FURLONG ENTERPRISES INC.	S.17	12871935	2011RR001	08-Aug-11	31-Jul-11	010.15668.11610.6001.15000000	34,750.00	38,920.00				
		12871935	2011RR001	08-Aug-11	31-Jul-11	105.150CG.00000.1575.15000000	4,170.00	38,920.00				
		12881645	2011rr002	15-Aug-11	31-Jul-11	010.15668.11610.6002.15000000	655.50	655.50				
		12970735	67	05-Oct-11	31-Aug-11	010.15668.11610.6001.15000000	43,000.00	48,958.00				
		12970735	67	05-Oct-11	31-Aug-11	105.150CG.00000.1575.15000000	5,160.00	48,958.00				
		12970735	67	05-Oct-11	31-Aug-11	010.15668.11610.6002.15000000	798.00	48,958.00				
		Total Payee Name: 88 533,50										
Total Ministry Name: 88 533,50												

CORP Payment and  
Invoice Details  
Current and Previous  
Run Date: 11-10-27  
Run Time: 10:58:56

Ministry  
Name:Att Gen,  
Solicitor Gen,  
Aborig Rel & Rec

Payee Name	Supplier Number	Payment Number	Invoice Number	Payment Date	Invoice Date	GL Account	Invoice Paid Amount	Payment Amount	Void Date	Replacement Payment #	Original Payment #	Prepay Invoice Number
DOUG KEEFE CONSULTING INC.	S.17	12867460	78(1)	04-Aug-11	19-Jul-11	010.15668.11610.6002.15000000	14468.71	14468.71				
		12881622	79	15-Aug-11	04-Aug-11	010.15668.11610.6001.15000000	54828.37	63052.62				
		12881622	79	15-Aug-11	04-Aug-11	105.150CG.00000.1575.15000000	8224.25	63052.62				
		12881622	79	15-Aug-11	04-Aug-11	010.15668.11610.5718.15000000	0	63052.62				
		12888775	79	19-Aug-11	04-Aug-11	010.15668.11610.6001.15000000	8224.25	9457.89				
		12888775	79	19-Aug-11	04-Aug-11	010.15668.11610.5718.15000000	0	9457.89				
		12888775	79	19-Aug-11	04-Aug-11	105.150CG.00000.1575.15000000	1233.64	9457.89				
		12974051	81	07-Oct-11	10-Sep-11	010.15668.11610.6002.15000000	7935.24	7935.24				
		12979936	80	12-Oct-11	09-Sep-11	010.15668.11610.6001.15000000	68893.32	79227.35				
		12979936	80	12-Oct-11	09-Sep-11	105.150CG.00000.1575.15000000	10334.03	79227.35				
		Total Payee Name: 174 141.81										
		Total Ministry Name: 174 141.81										

Ministry Name:Att Gen, Solicitor Gen, Aborig Rel & Rec

Payee Name	Supplier Number	Payment Number	Invoice Number	Payment Date	Invoice Date
I.P.S. CONSULTING LIMITED		12955673	0136	23-Sep-11	31-Aug-11
		12955673	0136	23-Sep-11	31-Aug-11
	S.17	12955673	0136	23-Sep-11	31-Aug-11
		12955673	0136	23-Sep-11	31-Aug-11
		12955673	0136	23-Sep-11	31-Aug-11

GL Account	Invoice Paid Amount	Payment Amount	Void Date	Replacem ent Payment #	Original Payment #	Prepay Invoice Number
010.15665.11610.6001.1500000	0	27839.5				
010.15668.11610.6002.1500000	959.5	27839.5				
105.15OCG.00000.1575.1500000	2880	27839.5				
010.15668.11610.6001.1500000	24000	27839.5				
010.15665.11610.6002.1500000	0	27839.5				
Total Payee Name: 27 839,50						
Total Ministry Name: 27 839,50						



CORP Payment and Invoice Details Current and Previous Run Date: 11-11-23 Run Time:

Ministry Name:Att Gen, Solicitor Gen, Aborig Rel & Rec

Payee Name	Supplier Number	Payment Number	Invoice Number	Payment Date	Invoice Date
STEWART, JOHN MUIR	S.17	12970809	1108-2	05-Oct-11	02-Sep-11

14:18:59

GL Account	Invoice Paid Amount	Payment Amount	Void Date	Replacem ent Payment #
010.15668.11610.6001.1500000		25500	25500	
	Total Payee Name: 25 500,00			
	Total Ministry Name: 25 500,00			

Original Payment #	Prepay Invoice Number
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**MacLeod, Peggy SG:EX**

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**From:** Pecknold, Clayton SG:EX  
**Sent:** Thursdav. June 30. 2011 3:18 PM  
**To:** S.22  
**Cc:** MacLeod, Peggy SG:EX; Clark, Perry SG:EX; McInally, Lynne M SG:EX; Sitter, Donna GCPE:EX; MacLeod, Sam SG:EX; Butterfield, Nicole SG:EX; Hoskins, Jeannie SG:EX  
**Subject:** Re:

Pressed send too quickly.

John and Doug.

Peggy mcLeod from our office will be in touch with you on financial matters and contractor support.

Lynne whom I trust you have met today will be sorting out your admin and analyst support and office space.

Donna sitter is your contact for media support.

Sam mcLeod is acting for me over the weekend if you need anything urgently and can't reach me.

My cell is S.17 . S.22 so may be hard to reach. S.22

Best regards.

----- Original Message -----

**From:** Pecknold, Clayton SG:EX  
**Sent:** Thursdav. June 30. 2011 03:11 PM  
**To:** S.22

**Cc:** MacLeod, Peggy SG:EX; Clark, Perry SG:EX; McInally, Lynne M SG:EX; Sitter, Donna GCPE:EX

John and doug.

**MacLeod, Peggy SG:EX**

---

From: S.22  
Sent: Tuesday, July 19, 2011 4:14 PM  
To: MacLeod, Peggy SG:EX  
Subject: Re: Interim bill for disbursements

Hi Peggy, I'll email the invoice with the scanned receipts tomorrow and then drop the hard copies in the mail. What's your mileage rate?

Doug

-----Original Message-----

From: MacLeod, Peggy SG:EX  
To: Doug Keefe Consulting Inc  
Subject: FW: Interim bill for disbursements  
Sent: Jul 19, 2011 7:36 PM

Sorry - I pressed the send button before typing the message.....

Please forward the invoices to me with the original receipts to the following address:

Peggy MacLeod  
Manager, Finance and Administration  
Police Services Division  
PO Box 9285 Stn Prov Govt  
10th Floor, 1001 Douglas Street  
Victoria, BC V8W 9J7

I am finalizing your contract and should have it to you this week for signature. Thank you for your patience.

-----Original Message-----

From: MacLeod, Peggy SG:EX  
Sent: Tuesday, July 19, 2011 3:25 PM  
To: S.22  
Subject: FW: Interim bill for disbursements

-----Original Message-----

From: Pecknold, Clayton SG:EX  
Sent: Tuesday, July 19, 2011 2:59 PM  
To: MacLeod, Peggy SG:EX  
Subject: FW: Interim bill for disbursements

-----Original Message-----

From: Wanamaker, Lori SG:EX  
Sent: Tuesday, July 19, 2011 1:26 PM  
To: S.22  
Cc: Pecknold, Clayton SG:EX  
Subject: RE: Interim bill for disbursements

Hi Doug. No bother at all! Please send your invoice to Clayton and he will take care of it.

Lori

-----Original Message-----

From: | S.22  
Sent: Tuesday, July 19, 2011 12:55 PM  
To: Wanamaker, Lori SG:EX  
Subject: Interim bill for disbursements

1

Hi Lori

Sorry to bother you with this but I'd like to submit an interim bill for disbursements only  
S.22 Who would I  
submit it to? And will this be the same person for all future bills?

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

## MacLeod, Peggy SG:EX

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**From:** S.22  
**Sent:** Wednesday, July 20, 2011 4:52 PM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Interim bill for disbursements

Yes. Tho' I forgot my letter so I may need you to vouch for me this time.

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

---

**From:** "MacLeod, Peggy SG:EX" <Peggy.MacLeod@gov.bc.ca>  
**Date:** Wed, 20 Jul 2011 16:29:17 -0700  
**To:** S.22  
**Subject:** RE: Interim bill for disbursements

Thank you for letting me know.....at least the hotels are extending the government rate to you.

---

**From:** S.22  
**Sent:** Wednesday, July 20, 2011 4:26 PM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Interim bill for disbursements

Couldn't get in. I'm at the Hotel Van, or will be in 30 minutes. I think the rate is \$159. The 4 Seasons rate was a mistake by me. I booked an upper floor without realizing it cost \$40 more.

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

---

**From:** "MacLeod, Peggy SG:EX" <Peggy.MacLeod@gov.bc.ca>  
**Date:** Wed, 20 Jul 2011 12:35:40 -0700  
**To:** S.22  
**Subject:** RE: Interim bill for disbursements

Will you be staying at the 4 Seasons hotel again at the \$188 rate?

---

**From:** S.22  
**Sent:** Wednesday, July 20, 2011 10:38 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Interim bill for disbursements

Hi Peggy

There will be one more for sure. This one is 20 days and the next will likely be the same more or less. But I think you should count on two. I will keep you posted as the schedule firms up.

Doug

Doug

Doug

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

---

**From:** "MacLeod, Peggy SG:EX" <Peggy.MacLeod@gov.bc.ca>  
**Date:** Wed, 20 Jul 2011 08:44:02 -0700  
**To:** S.22  
**Subject:** RE: Interim bill for disbursements

Thank you Doug. Can you please let me know how many trips you anticipate to make to Vancouver between now and August 31.

---

**From:** S.22  
**Sent:** Wednesday, July 20, 2011 2:47 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Interim bill for disbursements

Hi Peggy,

I am submitting my actual expenses as I'd prepared it before I saw your travel expense guidelines. Overall I'm in the ball park but recognize you may have trouble with this. I am in your hands as to how to handle this if there's a problem.

I will send the pdfs of the receipts in separate emails as they exceed the limits of my server and probably your firewall.

I have Lori's permission to travel business class. As you'll see I have been travelling at odd times and short notice to accommodate needs in Vancouver. And it's a long flight. I book lowest cost executive when it is available. It never seems to be available out of Halifax no matter when I book. The first trip to Vancouver was on short notice and it wasn't available either way.

I've broken the disbursements into the three trips. I leave for Vancouver again today. I've included the ticket costs for that trip as well. I will submit the other costs in my next bill together with the boarding passes if you require them.

Parking at Halifax airport is cheaper than cabs. Cabs are \$56. Whenever I can I park the car in daily or weekly lot. S.22 and that's the least expensive of all.



**MacLeod, Peggy SG:EX**

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**From:** MacLeod, Peggy SG:EX  
**Sent:** Monday, July 25, 2011 9:29 AM  
**To:** S.22  
**Subject:** FW: 2011 Stanley Cup Riot Review - Contract  
**Importance:** High

Hi Doug:  
The invoice was not attached.....could you please forward. Thank you.

---

**From:** S.22  
**Sent:** Saturday, July 23, 2011 6:48 PM  
**To:** MacLeod, Peggy SG:EX  
**Cc:** Douglas Keefe  
**Subject:** Re: 2011 Stanley Cup Riot Review - Contract  
**Importance:** High

Hi Peggy, here is my revised invoice for disbursements as requested. Thank you for your assistance.

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

On 2011-07-21, at 10:19 PM, MacLeod, Peggy SG:EX wrote:

Hi!  
Attached is a Travel Allowance sheet for the Province.

A couple of issues regarding your invoice #78:

1. I notice that you had a breakfast meeting with J. Furlong that you paid for. You are both on travel status and should be making separate claims for your meals. The Province will not reimburse you for payment for anyone else's meals/coffee.
2. Original receipts are required. The flight itineraries are fine. Receipts for the meals are not required. Could you please send me the original receipts as soon as possible.
3. The individual meals charges on your invoice present a problem with our system. I've prepared and attached an example of the invoice for your travel expenses. This one totals \$16,519.04 compared to your invoice of \$16,457.50. Can you copy my information onto your invoice and resubmit the invoice?

We will issue payment on your travel expenses when the contract has been signed. Thank you.

---

**From:** MacLeod, Peggy SG:EX  
**Sent:** Thursday, July 21, 2011 2:40 PM  
**To:** S.22  
**Subject:** 2011 Stanley Cup Riot Review - Contract  
**Importance:** High

Attached is the contract for the Independent Review of the 2011 Stanley Cup Riot in Vancouver. Could you please review the document and, if you approve, sign on page 12 and return a copy to me. A scanned version will suffice.

Upon receipt the Province will sign and we will return a completed version for your files.

My apologies for the delay of the delivery of this contract.

Peggy MacLeod  
Manager, Finance and Administration  
Police Services Division

Non-Responsive

Non-Responsive

-----Original Message-----

From: MacLeod, Peggy SG:EX  
To: Doug Keefe Consulting Inc  
Cc: Lynne McNally  
Subject: FW: Writer  
Sent: Jul 15, 2011 9:33 PM

To assist with the decision to use the Ottawa writer can you please provide the following:

1. The writer's name and cost per hour.
2. How much time will his/her services be required?

Thank you.....

-----Original Message-----

From: McNally, Lynne M SG:EX  
Sent: Friday, July 15, 2011 10:03 AM  
To: S.22  
Cc: MacLeod, Peggy SG:EX  
Subject: RE: Writer

I've cc'd Peggy Macleod who is the contact for contract management - she can advise how to proceed.

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

Non-Responsive

Non-Responsive

-----Original Message-----

From: MacLeod, Peggy SG:EX  
To: Doug Keefe Consulting Inc  
Cc: Lynne McNally  
Subject: FW: Writer  
Sent: Jul 15, 2011 9:33 PM

To assist with the decision to use the Ottawa writer can you please provide the following:

Thx, Lynne

-----Original Message-----

From: S.22  
Sent: Thu, July 14, 2011 6:03 PM  
To: McInally, Lynne M SG:EX  
Subject: Writer

Hi

Second try at a message:

When we spoke of a writer in Vancouver I may also have mentioned our Ottawa police have a writer there they are used to. I'm thinking that it may speed their work and ours if they can engage him immediately now that they've completed their first round of interviews. Unless you see a problem with this who should arrange the contract?

Doug

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

Non-Responsive

**Doug Keefe Consulting Inc.**

6360 York St.  
Halifax, Nova Scotia B3H 2K5  
Canada

**INVOICE**

Invoice No.: 78  
Date: 19/07/2011  
Page: 1

**Sold To:**

BC Ministry of Public Safety & Solicitor General  
Lori Wannamaker  
  
British Columbia  
Canada

**Work Location:**

BC Ministry of Public Safety & Solicitor General  
Lori Wannamaker  
  
British Columbia  
Canada

Business No.: S.16

Quantity	Unit	Description	Tax	Unit Price	Amount
		DISBURISMENTS:			
		Trip (1) 29/06/2011- 01/07/2011			
		Air Canada return fare			6,231.69
		Taxi from YVR to Sheraton Wall Center			38.60
		B- Fast (1)			4.26
		B-Fast meeting w/ J. Furlong			52.92
		Lunch D.K. & A. F.			12.33
		Taxi To YVR			34.00
		Airport parking Halifax			36.00
		Sheraton Vancouver			296.93
		Mileage to and from Halifax Airport @ .50/k(one way 36k) + 1.50 bridge			37.50
		trip (2)- 11/07/2011 to 15/07/2011			
		Air Canada return fare			4,467.51
		Dinner 11/07/2011- Subway			8.48
		Lunch 12/07/2011- One Saigon			11.48
		B-Fast 13/07/2011- Waves			8.95
		Lunch 13/07/2011- Waves			10.63
		Dinner 13/07/2011- Elephant & Castle			36.96
		B-fast & coffee for staff & office coffee 14/07/2011- Waves			22.09
		B-Fast 14/07/2011 D.K.-Waves			10.63
		Dinner 14/07/2011- Smiley's			20.73
		Four Seasons Vancouver			870.32
		Parking HLFX Airport/ weekly rate			90.00
		Mileage to & from HLFX Airport @ .50/k (36k) + 1.50 bridge			37.50
		Trip (3) 20/07/2011 to 04/08/2011 NOTE: air fare only			
		Air Canada return fare			4,117.99
		Subtotal:			16,457.50
		- No Tax			
Comments		Freight			0.00
		Total Amount			16,457.50

**MacLeod, Peggy SG:EX**

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**From:** S.22  
**Sent:** Monday, July 25, 2011 10:05 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: 2011 Stanley Cup Riot Review - receipts DK Consulting  
**Attachments:** Invoice Disbursements July 23 2011.docx; ATT00001.htm  
**Importance:** High



**Doug Keefe Consulting Inc.**  
 5350 York St.  
 Halifax, Nova Scotia B3H 2K5  
 Canada

# INVOICE

Invoice No.: 78  
 Date: 18/07/2011  
 Page: 1

**Sold To:**  
 BC Ministry of Public Safety & Solicitor General  
 Lori Wannamaker  
 British Columbia  
 Canada

**Work Location:**  
 BC Ministry of Public Safety & Solicitor General  
 Lori Wannamaker  
 British Columbia  
 Canada

Business No.: **S.16**

Disbursements			
Date	Trip 1 June 29 - July 1, 2011		
11-06-29	Air Canada Flight - Halifax/YVR Rt.	6,231.69	
11-06-29	Taxi from YVR to Sheraton Wall Center		
	Dinner	28.50	
	Sheraton Wall Centre	296.93	
11-06-30	B/L/D	49.00	
	Taxi to Vancouver	34.00	
11-07-01	Airport Parking in Halifax	36.00	
	Mileage to/from Halifax Airport (72k)	36.00	
	Bridge Charge	1.50	
	Total for Trip 1	6,713.62	6,713.62
	Trip 2 July 11-15, 2011		
11-07-11	Air Canada Flight - Halifax/YVR Rt	4,467.51	
	Four Seasons Hotel 4 Nts	870.32	
	L/D	36.50	
11-07-12	B/L/D	49.00	

11-07-13	B/L/D	49.00	
11-07-14	B/L/D	49.00	
11-07-15	B/L	30.00	
	Parking at Halifax Airport	90.00	
	Mileage to/from Halifax Airport (72k)	36.00	
	Bridge Charge	1.50	
	Total for Trip 2	5,678.83	5,678.83
	Trip 3 July 20- August 4, 2011		
	Air Canada Flight - Halifax/YVR Rt	4,117.99	4,117.99
	<b>TOTAL</b>		<b>16,510.44</b>

**Bard, Jenni SG:EX**

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**From:** S.22  
**Sent:** Wednesday, July 27, 2011 6:27 AM  
**To:** Pecknold, Clayton SG:EX  
**Cc:** S.22; Wanamaker, Lori SG:EX; MacLeod, Peggy SG:EX; Clark, Perry SG:EX; Bard, Jenni SG:EX; McNally, Lynne M SG:EX  
**Subject:** Re: A few things

Hi all,

It appears John has found us a writer. I am waiting to hear details later today. I will advise Peggy if there's more contracts to be produced.

Lynne, I will call S.22 immediately following a successful conclusion.

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

On 2011-07-26, at 11:17 PM, Pecknold, Clayton SG:EX wrote:

> John and doug:  
>  
> Peggy has worked with our legal and risk management folks to amend the contracts we we discussed. I hope to have them to you for review tomorrow. When you review them I will be available to discuss should anything be amiss.  
> Peggy is also working on the contracts for the ottawa writer and the major event planner. She will sort that out as soon as we can.  
>  
> I understand that you may have made some progress on locating a writer. Lynne is there to assist and please let me know how you are faring. I will assist where needed.  
>  
> Peggy thank you for all of your hard work on this.

**Bard, Jenni SG:EX**

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**From:** S.22  
**Sent:** Thursday, July 28, 2011 1:26 PM  
**To:** MacLeod, Peggy SG:EX  
**Cc:** John Furlong; Pecknold, Clayton SG:EX; Bard, Jenni SG:EX; Vallieres, Lucie SG:EX; Hoffmann, Gabi SG:EX; Herman, Justine SG:EX  
**Subject:** Fwd: Writer

We have a writer. His coordinates are below as is a brief synopsis of his qualifications.

I had a good chat with him and outlined what I take to be his duties: general editing of text prepared by various people or from various sources, synthesis of documents/materials, management of writing deadlines (whip cracking etc), advice on style, tone, and graphic portrayal of information. I stressed that we don't really know how much of his time we will require or when. He is going to attend our staff meeting on Tuesday.

Peggy, I told him you'd be in touch by email or phone to make the arrangements. OK?

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

Non-Responsive

**MacLeod, Peggy SG:EX**

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**From:** John Furlong S.22  
**Sent:** Tuesday, July 26, 2011 1:15 PM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** RE:My Contract

Peggy the legal name for y company is : John Furlong Enterprises Inc (Legal # 0846757 BC Ltd)

# INVOICE RIOT REVIEW

**JOHN FURLONG ENTERPRISES**

#VALUE!

Invoice #:

Date: July 31 2011

S.22

**To: BC GOVERNMENT**

Vancouver, BC V6B 5C6

Quantity	Description	Rate	Amount
CONSULTANT SERVICES			
139.00	Hourly work	250.00	34,750.00
Subtotal			34,750.00
HST # 817504426		12.0%	4,170.00
Total			<u>\$ 38,920.00</u>

payable on receipt, with thanks

Date	Hours		
2011-06-27	4.00		
2011-06-28	8.00		
2011-06-29	4.00		
2011-06-30	8.00	lunch	\$22
2011-07-01	4.00		
2011-07-03	4.00		
2011-07-04	4.00		
2011-07-05	8.00	lunch	\$22
2011-07-06	8.00	lunch	\$22
2011-07-07	4.00		
2011-07-08	2.00		
2011-07-11	8.00	all meals	\$49
2011-07-15	8.00	lunch	\$22
2011-07-18	4.00		
2011-07-19	8.00	breakf + lunch	\$30
2011-07-20	1.00		
2011-07-21	8.00	breakf + lunch	\$30
2011-07-22	9.00		\$30
2011-07-23	8.00	lunch	\$22
2011-07-24	6.00		
2011-07-25	12.00	lunch + dinner	\$36.50
2011-07-26	9.00		
Hours		<u>139.00</u>	
		Total Meals	\$285
		Mileage 740km	\$370

**MacLeod, Peggy SG:EX**

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From: John Furlong S.22  
Sent: Wednesday, July 27, 2011 8:56 AM  
To: MacLeod, Peggy SG:EX  
Subject: Re: RE:My Invoice to date....

All good Peggy. S.22 will sort it out now - Thank you!!

John

-----Original Message-----

From: "MacLeod Peggy SG:EX" <Peggy.MacLeod@gov.bc.ca>  
Date: Wed, 27 Jul 2011 15:52:25  
To: S.22  
Subject: RE: RE:My Invoice to date....

Did you receive the signing sheets? I just noticed that your email address is different on a couple of the emails that I sent.

Anyway - S.22 should have the documents.

-----Original Message-----

From: John Furlong S.22  
Sent: Wednesday, July 27, 2011 8:39 AM  
To: MacLeod, Peggy SG:EX  
Subject: Re: RE:My Invoice to date....

Peggy as I am on my way now can you send these to S.22 who is organized  
to get this done for you. Her email is address S.22 ! Thank you. John -----

Original Message-----

From: "MacLeod Peggy SG:EX" <Peggy.MacLeod@gov.bc.ca>  
Date: Wed, 27 Jul 2011 15:08:03  
To: < S.22  
Subject: RE: RE:My Invoice to date....

What is your FAX #?

Our FAX # is S.22 .....

-----Original Message-----

From: John Furlong S.22  
Sent: Wednesday, July 27, 2011 7:24 AM  
To: MacLeod, Peggy SG:EX  
Subject: Re: RE:My Invoice to date....

If Doug is ok with contract I am too. So if you send me just one page to sign and a fax # I will try getting it to you. Thanks Peggy. John -----Original Message-----

From: "MacLeod Peggy SG:EX" <Peggy.MacLeod@gov.bc.ca>  
Date: Wed, 27 Jul 2011 06:04:59  
To: S.22  
Subject: Re: RE:My Invoice to date....

Unfortunately I cannot review your invoice on the blackberry. The invoice cannot be paid until the contract is signed.... so I guess it depends if you are willing to wait until your return to be paid.



The plan for tomorrow was to send a contract for you and Doug to review and, if acceptable, have signed . Can we forward a contract to you via email or FAX for review?

----- Original Message -----

From: John Furlong S.22  
Sent: Tuesday, July 26, 2011 10:34 PM  
To: MacLeod, Peggy SG:EX  
Subject: Re: RE:My Invoice to date....

First thing tomorrow. Oops. Could probably fax something - signature page maybe from where I will be? Unless it can wait. John -----Original Message-----

From: "MacLeod Peggy SG:EX" <[Peggy.MacLeod@gov.bc.ca](mailto:Peggy.MacLeod@gov.bc.ca)>  
Date: Wed, 27 Jul 2011 05:31:22  
To: S.22  
Subject: Re: RE:My Invoice to date....

Hi John

When are you leaving? Will you be available to sign the contract?

From: John Furlong S.22  
Sent: Tuesday, July 26, 2011 09:02 PM  
To: MacLeod, Peggy SG:EX  
Subject: RE: RE:My Invoice to date....

Peggy I am away from Vancouver until August 9th albeit working on the review some of the time. I thought I would fire you off my invoice to today and pick the rest up at the end of August. I have chosen to submit nothing for meals on several days as I just cannot remember. Mileage is light too but I'm fine with it. See the attached document. I hope it is sufficient.

It sets up as follows Hours to date 139  
Mileage to date 740  
Meals \$285

**MacLeod, Peggy SG:EX**

---

**To:** Pecknold, Clayton SG:EX  
**Subject:** RE: Contract

---

**From:** S.22  
**Sent:** Friday, July 29, 2011 08:37 AM  
**To:** MacLeod, Peggy SG:EX  
**Cc:** Pecknold, Clayton SG:EX  
**Subject:** Re: Contract

Hi Peggy,

Clayton contacted me about the contract and budget. I have signed the contract and will ask that it be sent to you today.

Thanks.

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

On 2011-07-28, at 8:33 PM, MacLeod, Peggy SG:EX wrote:

Hi Doug:  
I have received approval for the Indemnity on your contract.

Would you please sign the attached contract (page 12) and return to me for Clayton's signature. When he has signed I will return a version for your files.

Thank you for your patience.....

Peggy MacLeod  
Manager, Finance and Administration  
Police Services Division

# GENERAL SERVICE AGREEMENT



The Best Place on Earth

## For Administrative Purposes Only

Ministry Contract No.: PSSGPS12668008

Requisition No.: \_\_\_\_\_

Solicitation No.(if applicable): \_\_\_\_\_

Commodity Code: \_\_\_\_\_

### Contractor Information

Supplier Name: John Furlong Enterprises Inc.

Supplier No.: S.17 \_\_\_\_\_

Telephone No.: (604) 660-1233

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

### Financial Information

Client: 010

Responsibility Centre: 15668

Service Line: 11610

STOB: 6001/6002

Project: 1500000

Template version: October 21, 2010

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**SCHEDULE A - SERVICES**

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

**SCHEDULE B - FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable
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**SCHEDULE C - APPROVED SUBCONTRACTOR(S)**

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**SCHEDULE D - INSURANCE**

**SCHEDULE E - PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F - ADDITIONAL TERMS**

**SCHEDULE G - SECURITY SCHEDULE**



THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

John Furlong Enterprises Inc. the "Contractor") with the following specified address and fax number:

450-375 Water Street  
Vancouver, British Columbia V6B 5C6  
Telephone: (604) 660-1233

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by

Ministry of Public Safety and Solicitor General (the "Province") with the following specified address and fax number:

Policing and Security Programs Branch  
Police Services Division  
PO Box 9285 Stn Prov Govt, 10<sup>th</sup> Floor, 1001 Douglas Street  
Victoria, British Columbia V8W 9J7  
FAX Number: (250) 356-7747

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced and retained by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received and retained by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## 2 SERVICES

### Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

### Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

### Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

### Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

### Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

### Applicable laws

- 2.6 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

## 3 PAYMENT

### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
  - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.



#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

#### Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

#### Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
  - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

#### 4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
    - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

- (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
- (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

## 5 PRIVACY, SECURITY AND CONFIDENTIALITY

### Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

### Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

### Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

### Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

### Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

## 6 MATERIAL AND INTELLECTUAL PROPERTY

### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

### Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

## 7 RECORDS AND REPORTS

### Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

### Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## 8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must

permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

## 9 INDEMNITY AND INSURANCE

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

### Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## 10 FORCE MAJEURE

### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
  - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
  - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
  - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
  - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and



- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

#### Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
- (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
  - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

**12 DISPUTE RESOLUTION**

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
- (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

- (a) any person retained by the Contractor to perform obligations under this Agreement; and
- (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

#### Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

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#### Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

#### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

#### Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

#### Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.



#### Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
  - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

#### Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

#### Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

#### Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

#### Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

#### 14 INTERPRETATION

##### 14.1 In this Agreement:

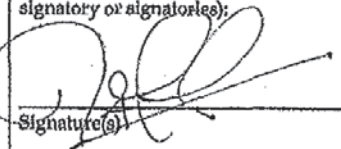
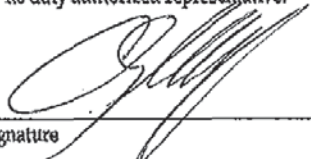
- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

**15 EXECUTION AND DELIVERY OF AGREEMENT**

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>21</u> day of <u>July</u>, 20<u>11</u> by the Contract<u>or</u> (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>John Burlong</u></p> <p>Print Name(s)</p> <p><u>Co Chair</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>22</u> day of <u>July</u>, 20<u>11</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Clayton I. D. Pecknold</u></p> <p>Print Name</p> <p><u>Assistant Deputy Minister and Director of Police Services</u></p> <p>Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

The term of this Agreement commences on June 28, 2011 and ends on September 30, 2011.

### PART 2. SERVICES:

#### Over View

The Premier, Mayor and Vancouver Police Board Chair, and the Chief Constable committed to the citizens, residents and the businesses of Vancouver that the experience of the riot following the Stanley Cup Final on Wednesday June 15 will be subject to a rigorous and independent review.

The Premier and the Mayor also agreed that this unfortunate event involved more than just Vancouver and that the learnings will be important for all communities in the province.

The public and business sector from Vancouver and beyond have been clear since the event. They know that the events that unfolded were unacceptable, put the public at risk, damaged public and private property and impacted the City's reputation. However, they do not believe that what happened represents the vision and values of the City of Vancouver and British Columbians should not shy away from the opportunities of celebration in their public spaces.

Several changes have been made in Vancouver's public safety infrastructure and processes in response to the Police Commission Report on the 1994 Stanley Cup riot. These have allowed the public to safely enjoy numerous very large events in public space over the last few years - the Celebration of Light, the Olympic experience and the first 6 days of the 2011 Stanley Cup finals being important examples. However further changes may be necessary in light of the June 15 experience and a multi-sectoral approach is required.

There is global expertise in Vancouver and other jurisdictions on managing major events which needs to be tapped to ensure we continue to integrate emerging best practice in crowd management, policing, public safety, and transportation management into major event planning. Predicting the behaviour of crowds of people in different gatherings is an area of science and the latest information should be considered in our review including strategies to address the presence of criminal elements who purposely plan to disrupt public events.

An Independent Review with a report delivered to the Province by August 31st 2011.

#### Phase 1

#### Scope

The scope of the Independent Review by the Co-chairs will be focused on the following 4 areas:

1. The learnings from the 1994 riot and how were they integrated into our planning for this event
2. The foundational elements of the VPD/city plans for the event and the relationship of those plans to what transpired in the lead-up and during the riots

3. The availability of liquor at public events and the contribution this made to the events that unfolded.
4. Looking forward, a framework for how the City of Vancouver and the VPD work with the appropriate partners to optimize the safe, inclusive and enjoyable participation of our public in celebrations in the public spaces for which our City is world renowned.

The review by the Co-chairs will be based on the assumption that Vancouver will continue to be a city which wants to continue to experience the full use of our vibrant public spaces to celebrate safely and responsibly.

The report must be delivered to the Province no later than August 31, 2011.

#### Phase 2

During the month of September 2011, and if and when requested the Co-chair will be available for up to 36 hours to:

1. Attend press conferences,
2. Attend meetings and briefings,
3. Provide such other support as may be requested.

#### PART 3. RELATED DOCUMENTATION:

Not applicable

#### PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor is as follows:
  - (a) John Furlong

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$79,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

#### Hourly Rate

Fees: at a rate of \$250.00 per hour for those hours during the Term when the Contractor provides the Services.

\$70,000.00 is the maximum amount of fees payable under this Agreement.

### 3. EXPENSES:

#### Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Vancouver, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

\$9,000 is the amount of expenses payable under this Agreement.

excluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above [change to "(a) and (b) above" if (c) is to be deleted above] to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### 4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;



- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

**5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

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**Schedule C – Approved Subcontractor(s)**

Not applicable

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**Schedule D – Insurance**

No Insurance Required



## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) "access" means disclosure by the provision of access;
  - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
  - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

### Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### **Storage and access to personal information**

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### **Disclosure of personal information**

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

#### Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



#### Schedule F – Additional Terms

1. Despite section 9 of this Agreement, the Contractor and the Province agree that section 9.1 of this Agreement is deleted, and following clause is added:

To the extent the Contractor or John Furlong is not covered by any applicable insurance or arrangements for indemnity, the Province will indemnify and save harmless the Contractor and John Furlong from and against any losses, claims, actions causes of action, costs and expenses that the Contractor or John Furlong may sustain, incur, suffer or be to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or John Furlong in the performance of the Services set out in Schedule A of this Agreement, except where such loss arises from the Contractor's or John Furlong wilful misconduct, gross negligence, default or any act or omission outside the scope of the Services.

## Schedule G – Security Schedule

### Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
  - (i) in the Material, or
  - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
  - (i) information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
  - (ii) any other information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
  - (i) the Contractor or a subcontractor if an individual, or
  - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that

the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### **Services Worker activity logging**

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### **Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

#### **Sensitive Information access control**

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

#### **Integrity of Information**

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Contractor; and
- (b) not been altered in any material respect.

#### **Documentation of changes to processes**

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

#### **Notice of security breaches**

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

#### **Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

#### **Retention of Records**

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

#### **Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

#### **Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Contractor containing Information; or



- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

#### Termination of Agreement

- 18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### Interpretation

- 19. In this Schedule, unless otherwise specified:

- (a) references to sections are to sections of this Schedule; and
- (b) references to appendices are to the appendices attached to this Schedule.

- 20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.

- 21. The appendices attached to this Schedule are part of this Schedule.

- 22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.

- 23. If there is a conflict between:

- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractor
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.

- 24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

### SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

#### Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p><b>Issued by ICBC:</b></p> <ul style="list-style-type: none"> <li>• B.C. driver's licence or learner's licence (must have photo)</li> <li>• B.C. Identification (BCID) card</li> </ul> <p><b>Issued by provincial or territorial government:</b></p> <ul style="list-style-type: none"> <li>• Canadian birth certificate</li> </ul> <p><b>Issued by Government of Canada:</b></p> <ul style="list-style-type: none"> <li>• Canadian Citizenship Card</li> <li>• Permanent Resident Card</li> <li>• Canadian Record of Landing/Canadian Immigration Identification Record</li> </ul>	<ul style="list-style-type: none"> <li>• School ID card (student card)</li> <li>• Bank card (only if holder's name is on card)</li> <li>• Credit card (only if holder's name is on card)</li> <li>• Passport</li> <li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li> <li>• Canadian or U.S. driver's licence</li> <li>• Naturalization certificate</li> <li>• Canadian Forces Identification</li> <li>• Police identification</li> <li>• Foreign Affairs Canada or consular identification</li> <li>• Vehicle registration (only if owner's signature is shown)</li> <li>• Picture employee ID card</li> <li>• Firearms Acquisition Certificate</li> <li>• Social Insurance Card (only if has signature strip)</li> <li>• B.C. CareCard</li> <li>• Native Status Card</li> <li>• Parole Certificate ID</li> <li>• Correctional Service Conditional Release Card</li> </ul>

\*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

#### Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

#### Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

#### Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

**MacLeod, Peggy SG:EX**

---

**From:** MacLeod, Peggy SG:EX  
**Sent:** Wednesday, August 3, 2011 11:07 AM  
**To:** 'John Furlong'  
**Subject:** Contract - John Furlong Enterprises Inc.

Hi John:

Attached is a copy of the above contract for your files. Thank you.....



furlong original  
contract

Peggy MacLeod  
Manager, Finance and Administration  
Police Services Division



# JOHN FURLONG

**John Furlong Enterprises Inc.**  
Unit 450 - 375 Water Street  
Vancouver, British Columbia, V6B 5C6  
Canada

## INVOICE

Invoice No.: 67  
Date: Aug 31, 2011

**Sold to:**  
Policing and Community Safety Branch

Attn: Police Services Division  
10th floor, 1001 Douglas Street  
PO Box 9285 Stn Prov Govt  
Victoria, BC V8W 9J7  
Canada

**Business No.:** S.16

Description	Tax	Amount
Riot Review Consultant Services and Travel Expenses July 27 - Sept 1, 2011		
172 Consulting Hours @ \$250.00/ hour	H1	43,000.00
Per Diems		
Aug 9 - Per Diem: Lunch		22.00
Aug 12 - Per Diem: Lunch		22.00
Aug 15 - Per Diem: Lunch		22.00
Aug 16 - Per Diem: Lunch		22.00
Aug 18 - Per Diem: Lunch		22.00
Aug 19 - Per Diem: Lunch		22.00
Aug 20 - Per Diem: Lunch		22.00
Aug 24 - Per Diem: Lunch		22.00
Aug 25 - Per Diem: Lunch		22.00
Aug 26 - Per Diem: Lunch		22.00
Aug 29 - Per Diem: Lunch		22.00
Aug 30 - Per Diem: Lunch		22.00
Aug 31 - Per Diem: Lunch		22.00
Sept 1 - Per Diem: Lunch		22.00
Mileage: 980 km @ \$.50 per km		490.00
H1 - BC HST		
HST		5,160.00
Shipped By: Tracking Number:		
Comment: Payable upon Receipt	Total Amount	48,958.00
Sold By:		

Date	Hours	Meals	Mileage (KM)
27/07/2011	4.00		
28/07/2011	6.00		
29/07/2011	2.00		
30/07/2011	4.00		
31/07/2011	3.00		
01/08/2011	1.00		
05/08/2011	2.00		
07/08/2011	2.00		
08/08/2011	10.00		
09/08/2011	8.00	\$ 22.00	70
10/08/2011	2.00		
11/08/2011	4.00		
12/08/2011	6.00	\$ 22.00	70
13/08/2011	1.00		
14/08/2011	1.00		
15/08/2011	9.00	\$ 22.00	70
16/08/2011	10.00	\$ 22.00	70
17/08/2011	2.00		
18/08/2011	9.00	\$ 22.00	70
19/08/2011	9.00	\$ 22.00	70
20/08/2011	5.00	\$ 22.00	70
22/08/2011	2.00		
23/08/2011	1.00		
24/08/2011	9.00	\$ 22.00	70
25/08/2011	9.00	\$ 22.00	70
26/08/2011	9.00	\$ 22.00	70
27/08/2011	6.00		
28/08/2011	6.00		
29/08/2011	9.00	\$ 22.00	70
30/08/2011	9.00	\$ 22.00	70
31/08/2011	9.00	\$ 22.00	70
01/09/2011	3.00	\$ 22.00	70
	172.00	\$ 308.00	980



**MacLeod, Peggy SG:EX**

---

**From:** Clark, Perry SG:EX  
**Sent:** Tuesday, August 30, 2011 1:25 PM  
**To:** 'John Furlong'  
**Cc:** MacLeod, Peggy SG:EX  
**Subject:** FW: FINAL INVOICE bFOR JOHN FURLONG  
**Attachments:** Invoice 67 - John Furlong Enterprises Inc.pdf

Hi John

Thank you for this. We will be reporting for you an amount of \$77,750 for fees and \$1453.50 for meals and per diems. HST is not included in these amounts although you are also reimbursed for this.

Perry Clark, CA  
Executive Director,  
Policing, Security and Law  
Enforcement Infrastructure and Finance  
Policing and Security Programs Branch  
Ministry of Public Safety and Solicitor General  
Phone 250 356-8146  
Cell 250 888-3950  
Fax 250 356-7747

---

**From:** MacLeod, Peggy SG:EX  
**Sent:** Tuesday, August 30, 2011 10:08 AM  
**To:** Clark, Perry SG:EX  
**Subject:** Fw: FINAL INVOICE bFOR JOHN FURLONG

Fyi

---

**From:** John Furlong S.22  
**Sent:** Monday, August 29, 2011 05:30 PM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** FINAL INVOICE bFOR JOHN FURLONG

Peggy to get this out of the way here is what will I believe be my final 'RIOT REVIEW' invoice....Last week I was asked to calculate and advise so I have. It's fairly straightforward I think but if you have any questions I am happy to discuss....Take care and Thank You.

John



## Modification Agreement #1

THIS MODIFICATION AGREEMENT dated for reference September 16, 2011:

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Solicitor General,  
Minister Responsible for Public Safety

Police and Security Programs Branch  
Police Services Division  
P.O. Box 9285 Stn Prov Govt, 10<sup>th</sup> Floor, 1001 Douglas Street  
Victoria, British Columbia V8W 9J7

(the "Province")  
AND:

John Furlong Enterprises Inc.  
450-375 Water Street  
Vancouver, British Columbia  
V6B 5C9

(the "Contractor")

### BACKGROUND

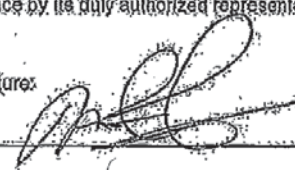
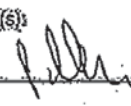
- A. The parties entered into an agreement numbered PSSGPS12668000 dated for reference July 28, 2011, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective September 16, 2011.

### AGREEMENT

The parties agree as follows:

- (1) Increase the fees by an additional \$7,760.00. The amended maximum amount for fees payable will be \$77,760.00 and the expenses will decrease to \$1,463.60. The total additional required for this contract is \$203.60.

- (2) In all other respects, the Agreement is confirmed.

<b>SIGNED AND DELIVERED</b> on the 20 day of September, 2011, on behalf of the Province by its duly authorized representative.	<b>SIGNED AND DELIVERED</b> on the day of 26 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)
Signature: 	Signature(s): 
Print name: John Furlong, John Furlong Enterprises Inc.	Print name(s): Perry Clark, Executive Director

PSSGPS12668000

**MacLeod, Peggy SG:EX**

---

**From:** S.22  
**Sent:** Wednesday, August 3, 2011 5:26 PM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Contract - Doug Keefe Consulting Inc.

Thanks.

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

On 2011-08-03, at 3:05 PM, MacLeod, Peggy SG:EX wrote:

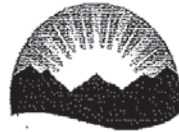
Hi Doug:  
Attached is a copy of the signed contract for your files.

Peggy MacLeod  
Manager, Finance and Administration  
Police Services Division

Non-Responsive



# GENERAL SERVICE AGREEMENT



**BRITISH  
COLUMBIA**

*The Best Place on Earth*

## *For Administrative Purposes Only*

<p>Ministry Contract No.: PSSGPS12668007</p> <p>Requisition No.: _____</p> <p>Solicitation No.(if applicable): _____</p> <p>Commodity Code: _____</p> <p><b>Contractor Information</b></p> <p>Supplier Name: Doug Keefe Consulting Inc.</p> <p>Supplier No.: <u>  S.17  </u></p> <p>Telephone No.: (902) 431-6350</p> <p>E-mail Address: _____</p> <p>Website: _____</p>	<p><b>Financial Information</b></p> <p>Client: 010</p> <p>Responsibility Centre: 15668</p> <p>Service Line: 11610</p> <p>STOB: 6001/6002</p> <p>Project: 1500000</p> <p>Template version: October 21, 2010</p>
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**SCHEDULE A – SERVICES**

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable
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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

Doug Keefe Consulting Inc. the "Contractor") with the following specified address and fax number:

6350 York Street  
Halifax, Nova Scotia B3H 2K5  
Telephone: **Non-Responsive**

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by

Ministry of Public Safety and Solicitor General (the "Province") with the following specified address and fax number:

Policing and Security Programs Branch  
Police Services Division  
PO Box 9285 Stn Prov Govt, 10<sup>th</sup> Floor, 1001 Douglas Street  
Victoria, British Columbia V8W 9J7  
FAX Number: (250) 356-7747

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

#### 1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced and retained by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received and retained by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"



- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## 2 SERVICES

### Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

### Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

### Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

### Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

### Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

### Applicable laws

- 2.6 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

## 3 PAYMENT

### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

#### Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

#### Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
  - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

#### 4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
    - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,



- (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
- (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

## 5 PRIVACY, SECURITY AND CONFIDENTIALITY

### Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

### Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

### Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

### Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

### Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

## 6 MATERIAL AND INTELLECTUAL PROPERTY

### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

### Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

## 7 RECORDS AND REPORTS

### Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

### Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## 8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must

permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

## 9 INDEMNITY AND INSURANCE

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

### Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## 10 FORCE MAJEURE

### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and



- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

#### Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

### 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
- (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
  - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

#### Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

#### Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## 12 DISPUTE RESOLUTION

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
  - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.



#### Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

#### Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

#### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

#### Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

#### Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

#### Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
  - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

#### Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

#### Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

#### Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

#### Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

### 14 INTERPRETATION

#### 14.1 In this Agreement:


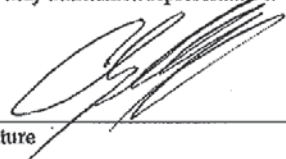
- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

**15 EXECUTION AND DELIVERY OF AGREEMENT**

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>29</u> day of <u>July</u>, 20<u>11</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Douglas J. Keefe</u></p> <p>Print Name(s)</p> <p><u>President, Doug Keefe Consulting</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>29</u> day of <u>July</u>, 20<u>11</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Clayton J. D. Pecknold</u></p> <p>Print Name</p> <p><u>Assistant Deputy Minister and Director of Police Services</u></p> <p>Print Title</p>
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## Schedule A - Services

### PART 1. TERM:

The term of this Agreement commences on June 28, 2011 and ends on September 30, 2011.

### PART 2. SERVICES:

#### Over View

The Premier, Mayor and Vancouver Police Board Chair, and the Chief Constable committed to the citizens, residents and the businesses of Vancouver that the experience of the riot following the Stanley Cup Final on Wednesday June 15 will be subject to a rigorous and independent review.

The Premier and the Mayor also agreed that this unfortunate event involved more than just Vancouver and that the learnings will be important for all communities in the province.

The public and business sector from Vancouver and beyond have been clear since the event. They know that the events that unfolded were unacceptable, put the public at risk, damaged public and private property and impacted the City's reputation. However, they do not believe that what happened represents the vision and values of the City of Vancouver and British Columbians should not shy away from the opportunities of celebration in their public spaces.

Several changes have been made in Vancouver's public safety infrastructure and processes in response to the Police Commission Report on the 1994 Stanley Cup riot. These have allowed the public to safely enjoy numerous very large events in public space over the last few years - the Celebration of Light, the Olympic experience and the first 6 days of the 2011 Stanley Cup finals being important examples. However further changes may be necessary in light of the June 15 experience and a multi-sectoral approach is required.

There is global expertise in Vancouver and other jurisdictions on managing major events which needs to be tapped to ensure we continue to integrate emerging best practice in crowd management, policing, public safety, and transportation management into major event planning. Predicting the behaviour of crowds of people in different gatherings is an area of science and the latest information should be considered in our review including strategies to address the presence of criminal elements who purposely plan to disrupt public events.

An Independent Review with a report delivered to the Province by August 31st 2011.

#### Phase 1

#### Scope

The scope of the Independent Review by the Co-chairs will be focused on the following 4 areas:

1. The learnings from the 1994 riot and how were they integrated into our planning for this event
2. The foundational elements of the VPD/city plans for the event and the relationship of those plans to what transpired in the lead-up and during the riots

3. The availability of liquor at public events and the contribution this made to the events that unfolded.
4. Looking forward, a framework for how the City of Vancouver and the VPD work with the appropriate partners to optimize the safe, inclusive and enjoyable participation of our public in celebrations in the public spaces for which our City is world renowned.

The review by the Co-chairs will be based on the assumption that Vancouver will continue to be a city which wants to continue to experience the full use of our vibrant public spaces to celebrate safely and responsibly.

The report must be delivered to the Province no later than August 31, 2011.

#### Phase 2

During the month of September 2011, and if and when requested the Co-chair will be available for up to 36 hours to:

1. Attend press conferences,
2. Attend meetings and briefings,
3. Provide such other support as may be requested.

#### PART 3. RELATED DOCUMENTATION:

Not applicable

#### PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor is as follows:
  - (a) Douglas J. Keefe



## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$110,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

#### Hourly Rate

**Fees:** at a rate of \$250.00 per hour for those hours during the Term when the Contractor provides the Services.

\$70,000.00 is the maximum amount of fees payable under this Agreement.

### 3. EXPENSES:

#### Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Halifax, Nova Scotia on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

\$40,000 is the amount of expenses payable under this Agreement.

excluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above [change to "(a) and (b) above" if (c) is to be deleted above] to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;



- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

**5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

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**Schedule C – Approved Subcontractor(s)**

Not applicable

**Schedule D – Insurance**

No insurance required.

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject-matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### Collection of personal information

- 3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### Accuracy of personal information

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

### Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

#### Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure



periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- ~~29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.~~
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

#### Schedule F – Additional Terms

1. Despite section 9 of this Agreement, the Contractor and the Province agree that section 9.1 of this Agreement is deleted, and following clause is added:

To the extent the Contractor or Douglas J Keefe is not covered by any applicable insurance or arrangements for indemnity, the Province will indemnify and save harmless the Contractor and Douglas J. Keefe from and against any losses, claims, actions causes of action, costs and expenses that the Contractor or Douglas J. Keefe may sustain, incur, suffer or be to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or Douglas J. Keefe in the performance of the Services set out in Schedule A of this Agreement, except where such loss arises from the Contractor's or Douglas J. Keefe's willful misconduct, gross negligence, default or any act or omission outside the scope of the Services.

## Schedule G – Security Schedule

### Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
  - (i) in the Material, or
  - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
  - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
  - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
  - (i) the Contractor or a subcontractor if an individual, or
  - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that

the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

#### Sensitive Information access control

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

#### Integrity of Information

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Contractor; and
- (b) not been altered in any material respect.

**Documentation of changes to processes**

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

**Notice of security breaches**

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

**Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

**Retention of Records**

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

**Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

**Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Contractor containing Information; or



- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

#### Termination of Agreement

- 18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### Interpretation

- 19. In this Schedule, unless otherwise specified:

- (a) references to sections are to sections of this Schedule; and
- (b) references to appendices are to the appendices attached to this Schedule.

- 20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.

- 21. The appendices attached to this Schedule are part of this Schedule.

- 22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.

- 23. If there is a conflict between:

- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractor
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.

- 24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.



### SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

#### Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> <li>• B.C. driver's licence or learner's licence (must have photo)</li> <li>• B.C. Identification (BCID) card</li> </ul> <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> <li>• Canadian birth certificate</li> </ul> <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> <li>• Canadian Citizenship Card</li> <li>• Permanent Resident Card</li> <li>• Canadian Record of Landing/Canadian Immigration Identification Record</li> </ul>	<ul style="list-style-type: none"> <li>• School ID card (student card)</li> <li>• Bank card (only if holder's name is on card)</li> <li>• Credit card (only if holder's name is on card)</li> <li>• Passport</li> <li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li> <li>• Canadian or U.S. driver's licence</li> <li>• Naturalization certificate</li> <li>• Canadian Forces identification</li> <li>• Police identification</li> <li>• Foreign Affairs Canada or consular identification</li> <li>• Vehicle registration (only if owner's signature is shown)</li> <li>• Picture employee ID card</li> <li>• Firearms Acquisition Certificate</li> <li>• Social Insurance Card (only if has signature strip)</li> <li>• B.C. CareCard</li> <li>• Native Status Card</li> <li>• Parole Certificate ID</li> <li>• Correctional Service Conditional Release Card</li> </ul>

\*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

#### Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

#### Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

#### Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

**MacLeod, Peggy SG:EX**

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**From:** S.22  
**Sent:** Wednesday, August 3, 2011 12:44 PM  
**To:** Clark, Perry SG:EX  
**Cc:** MacLeod, Peggy SG:EX; S.22  
**Subject:** Re: Writers for the Riot Review

Hi

Stewart Muir is our BC writer and by copy I put you both in touch with him.

Doug

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

---

**From:** "Clark, Perry SG:EX" <Perry.Clark@gov.bc.ca>  
**Date:** Wed, 03 Aug 2011 10:48:50 -0700  
**To:** S.22 >  
**Cc:** MacLeod, Peggy SG:EX <Peggy.MacLeod@gov.bc.ca>  
**Subject:** FW: Writers for the Riot Review

Hi Doug

See Peggy's email below and let me know if/when you can advise.

Thank-you

Perry Clark, CA  
Executive Director, Corporate Services  
and Police Technology  
Policing and Security Programs Branch  
Ministry of Public Safety and Solicitor General  
Phone 250 356-8146  
Cell 250 888-3950  
Fax 250 356-7747

Non-Responsive

**MacLeod, Peggy SG:EX**

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**From:** MacLeod, Peggy SG:EX  
**Sent:** Thursday, August 18, 2011 11:38 AM  
**To:** 'Julie Palmer'  
**Cc:** S.22 ; Clark, Perry SG:EX  
**Subject:** FW: Your Invoice  
**Attachments:** Keefe's Expenses (2).xlsx

Hi Julie:

My apologies for the delay in responding to Doug's request.....I've been out of the office and just returned yesterday.

I've attached a sheet showing the amount of the HST that was deducted for the travel expenses on Invoice #78. The total original invoice submitted was \$16,544.04, HST was \$2,075.33 and the Total Payment was \$14,468.71. Hope the sheet helps.

Invoice #79 for fees for the amount \$72,510.51 has been partially paid. There was an error made in the payment entry and only the fee portion, \$63,052.62 was paid. The HST, \$9,457.89, was not included in the payment. I will make the correction and have the \$9,457.89 payment made as soon as possible. Sorry for the error and inconvenience it may cause.

If you have any questions, please do not hesitate to contact me. Thank you.

---

**From:** S.22  
**Sent:** Sunday, August 14, 2011 12:19 PM  
**To:** MacLeod, Peggy SG:EX  
**Cc:** Clark, Perry SG:EX; Julie Palmer  
**Subject:** Re: Your Invoice

Hi,

We're in the process of adjusting our records to show that we didn't charge the HST. Would you send your calculations to Julie Palmer -- my S.22 business manager -- so she can be sure she's making the correct changes. Thanks.

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

On 2011-08-10, at 3:22 PM, Clark, Perry SG:EX wrote:

Thank-you Doug

Perry Clark, CA  
Executive Director, Corporate Services  
and Police Technology  
Policing and Security Programs Branch  
Ministry of Public Safety and Solicitor General  
Phone 250 356-8146  
Cell 250 888-3950  
Fax 250 356-7747

---

**From:** S.22 ]  
**Sent:** Tuesday, August 9, 2011 11:51 AM  
**To:** Clark, Perry SG:EX  
**Cc:** MacLeod, Peggy SG:EX  
**Subject:** Re: Your Invoice

Hi Clark,

I'll try the no-HST approach for now. I think we've ( S.22 ) figured out how to deal with it within our accounting system. S.22 but has the advantage of a slight reduction in reported payments to DK Consulting for this project. And amending the contract is a hassle if I recall government correctly.

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

On 2011-08-04, at 8:20 PM, Clark, Perry SG:EX wrote:

Hi Doug

Please be advised that we have processed your invoice for payment excluding HST. Your invoice total was \$16,510.44. A tax receipt for \$33.60 was added and the revised invoice total was \$16,544.04. The HST for the various receipts totalled \$2,075.33. The sum \$14,468.71 was the amount processed for payment.

Unfortunately, we failed to change the standard HST clause in our Provincial Contract which excludes the HST payment for expenses. There are 2 options available to you regarding the HST issue:

1. If you prefer to have the HST reimbursed to you please sign the Modification Agreement attached. Upon receipt of the signed agreement the HST from the first invoice (\$2,075.33) and future HST from expenses will be paid to you.
2. The contract will not be required to be modified and the Province will not reimburse you for any HST incurred for expenses. The HST for expenses can be recovered as part of your HST filing with the CRA.

Please note that the HST for your fees will be paid by the Province.....this HST issue is only for your expenses.

Please advise which option you prefer.

Our apologies for this inconvenience.

Perry Clark, CA  
Executive Director, Corporate Services  
and Police Technology  
Policing and Security Programs Branch  
Ministry of Public Safety and Solicitor General  
Phone 250 356-8146  
Cell 250 888-3950  
Fax 250 356-7747

<Keefe - modification.doc>

**MacLeod, Peggy SG:EX**

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**From:** Clark, Perry SG:EX  
**Sent:** Friday, August 26, 2011 7:35 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Fw: addendum

----- Original Message -----

**From:** S.22  
**Sent:** Friday, August 26, 2011 05:21 AM  
**To:** Clark, Perry SG:EX  
**Subject:** addendum

Hi Clarke

One mistake for sure. I forgot to add today in with the total. Please add another 12.25 hours to my total to date. Sorry.

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22



**MacLeod, Peggy SG:EX**

---

**From:** MacLeod, Peggy SG:EX  
**Sent:** Wednesday, October 5, 2011 10:05 AM  
**To:** S.22  
**Cc:** 'Julie Palmer'  
**Subject:** Modification Agreeemenet

Hi Doug:

Could you please sign the attached modification agreement and return to me. I will then have the Province sign and return a copy to you.

Upon receipt of the signed agreement, the payment will be issued for your final invoices. Thank you.



20111005093437.  
pdf



## Modification Agreement #1

THIS MODIFICATION AGREEMENT dated for reference September 22, 2011 .

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Solicitor General,  
Minister Responsible for Public Safety

Policing and Security Programs Branch  
Police Services Division  
PO Box 9285 Stn Prov Govt, 10<sup>th</sup> Floor, 1001 Douglas Street  
Victoria, British Columbia V8W 9J7

(the "Province")

### AND:

Doug Keefe Consulting Inc.  
6350 York Street  
Halifax, Nova Scotia B3H 2K5

(the "Contractor")

### BACKGROUND

- A. The parties entered into an agreement numbered PSSGPS12668009 dated for reference July 29, 2011, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective September 22, 2011.

### AGREEMENT

The parties agree as follows:

- (1) The additional amount required for the Doug Keefe Consulting Inc. contract is \$60,849.89. The amended total amount for the Contract will be \$154,349.89 – the Fees will be \$131,945.94 and the Expenses \$22,403.95.
- (2) In all other respects, the Agreement is confirmed.

<b>SIGNED AND DELIVERED</b> on the      day of      , 20      on behalf of the Province by its duly authorized representative  Signature:  _____  Print name:  <u>Douglas J. Keefe, President</u>	<b>SIGNED AND DELIVERED</b> on the      day of      , 20      by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)  Signature(s):  _____  Print name(s):  <u>Perry Clark, Executive Director</u>
---	---

**PSSGPS12668008**



## Modification Agreement #1

THIS MODIFICATION AGREEMENT dated for reference September 22, 2011

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Solicitor General,  
Minister Responsible for Public Safety

Policing and Security Programs Branch  
Police Services Division  
PO Box 9285, Stn Prov Govt, 10<sup>th</sup> Floor, 1001 Douglas Street  
Victoria, British Columbia V8W 9J7

(the "Province")

### AND:

Doug Keefe Consulting Inc.  
6360 York Street  
Halifax, Nova Scotia B3H 2K6

(the "Contractor")

### BACKGROUND

- A. The parties entered into an agreement numbered PSSGPS12688009 dated for reference July 29, 2011, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective September 22, 2011.

### AGREEMENT

The parties agree as follows:

- (1) The additional amount required for the Doug Keefe Consulting Inc. contract is \$60,849.89. The amended total amount for the Contract will be \$154,349.89 – the Fees will be \$131,946.94 and the Expenses \$22,403.95.
- (2) In all other respects, the Agreement is confirmed.

#### SIGNED AND DELIVERED

on the 5<sup>th</sup> day of Oct, 2011 on behalf of the  
Province by its duly authorized representative

Signature

Print name:

Douglas J. Keefe, President

#### SIGNED AND DELIVERED

on the 5<sup>th</sup> day of Oct, 2011 by or on behalf of the  
Contractor (or by its authorized signatory or signatories if  
the Contractor is a corporation)

Signature(s):

Print name(s):

Perry Clark, Executive Director

PSSGPS12688009

**MacLeod, Peggy SG:EX**

---

**From:** John Furlong S.22  
**Sent:** Tuesday, July 26, 2011 7:43 AM  
**To:** MacLeod, Peggy SG:EX; Clayton.Pecknoid@gov.bc.ca  
**Cc:** Herman, Justine SG:EX  
**Subject:** FW: IPS proposal  
**Attachments:** IPS Proposal re Vancouver review - July 23 2011.docx; ATT00046.htm; IPS Proposal re Vancouver review - July 23 2011.docx; ATT00049.htm

As discussed we are agreed on this proposal. Peggy can you deal directly with Terry on it now. I have given him the verbal go head following a discussion with Clayton.....Thank you....John  
Terry's email is S.22

---

**From:** S.22  
**Sent:** July-26-11 7:09 AM  
**To:** John Furlong  
**Subject:** IPS proposal

**MacLeod, Peggy SG:EX**

---

**From:** Herman, Justine SG:EX  
**Sent:** Tuesday, July 26, 2011 9:25 AM  
**To:** MacLeod, Peggy SG:EX; Pecknold, Clayton SG:EX  
**Cc:** S.22  
**Subject:** Signed IPS Consulting Proposal  
**Attachments:** 20110726091714.pdf

Good morning,

Attached is the signed proposal.

Justine

Non-Responsive

Non-Responsive



Non-Responsive

**MacLeod, Peggy SG:EX**

---

**From:** Terry Wright S.22  
**Sent:** Sunday, July 31, 2011 9:04 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** RE: Stanley Cup Riot Review Contract

Thanks for the update

I hope you have a great weekend as well

Terry

---

**From:** MacLeod, Peggy SG:EX [mailto:Peggy.MacLeod@gov.bc.ca]  
**Sent:** July-29-11 2:55 PM  
**To:** Terry Wright  
**Subject:** RE: Stanley Cup Riot Review Contract

Hi Terry:

I just thought I would let you know that I should have a contract prepared for your signature next week. My apologies for the delay.

Have a great long weekend.....

---

**From:** Terry Wright S.22  
**Sent:** Wednesday, July 27, 2011 8:28 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** RE: Stanley Cup Riot Review Contract

Hi Peggy

Contact is 604-754-8037

I would expect 3 round trips by float plane

I wont require accommodation in Vancouver

We are charging a lumpsum for the services, as agreed with Doug and John

Thanks

Terry

---

**From:** MacLeod, Peggy SG:EX [mailto:Peggy.MacLeod@gov.bc.ca]  
**Sent:** July-26-11 4:59 PM  
**To:** Terry Wright  
**Subject:** Stanley Cup Riot Review Contract

Hi Terry:

John Furlong has advised that IPS Consulting Limited will be working on the above contract. I have received the information you provided to John and will try to work on your contract tomorrow.

Just a couple of issues required for the contract:

1. Could I please have a phone contact for IPS Consulting Limited.
2. How many trips do you anticipate from Victoria and Vancouver for this contract? Will you be travelling by air?
3. Will you be requiring accommodation in Vancouver? If so, how many nights?
4. What is the hourly rated being charged?

Please provide me with this information at your earliest convenience.....Thank you.

Peggy MacLeod  
Manager, Finance and Administration  
Police Services Division

**MacLeod, Peggy SG:EX**

---

**From:** Terry Wright S.22  
**Sent:** Thursday, August 25, 2011 1:36 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** RE: Contract

Hi Peggy

Just in time as I submitted my final report on Sunday

Thanks again for your help on this

Terry

---

**From:** MacLeod, Peggy SG:EX [<mailto:Peggy.MacLeod@gov.bc.ca>]  
**Sent:** August-24-11 5:51 PM  
**To:** Terry Wright  
**Subject:** RE: Contract

Hi Terry:

Just received the signature page today.....Express Mail is not very quick!

Attached is a copy of the signed contract for your files. Thank you.

---

**From:** Terry Wright S.22  
**Sent:** Sunday, August 21, 2011 11:07 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** RE: Contract

Thanks

---

**From:** MacLeod, Peggy SG:EX [<mailto:Peggy.MacLeod@gov.bc.ca>]  
**Sent:** August-21-11 11:05 AM  
**To:** Terry Wright  
**Subject:** Re: Contract

Thank you for the update...I was going to nag you on Monday.

I will forward the contract to you for your files when the Province has signed.

---

**From:** Terry Wright S.22  
**Sent:** Saturday, August 20, 2011 11:25 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** RE: Contract

Hi Peggy

I have signed the signature page and put it in an Express Mail envelope to your attention at the Police Services division

**S.22** (and went right to a meeting with Mr. Furlong) and have to back tomorrow, so couldn't drop this off in person

Please let me know if you don't receive it

Thanks

Terry

---

**From:** MacLeod, Peggy SG:EX [mailto:Peggy.MacLeod@gov.bc.ca]  
**Sent:** August-10-11 3:06 PM  
**To:** Terry Wright  
**Subject:** RE: Contract

No need to make a special trip to this office .....could you please send me a pdf of the signed signature page. Let's see how that works. Thank you.

---

**From:** Terry Wright | **S.22** |  
**Sent:** Wednesday, August 10, 2011 2:58 PM  
**To:** MacLeod, Peggy SG:EX  
**Cc:** Clark, Perry SG:EX  
**Subject:** RE: Contract

Hi Peggy

Thanks for making the changes...it is most appreciated

Could I send you a pdf of a signed signature page or do you want to wait for a hard copy. I am back in Victoria next Wednesday and could drop one off

Let me know

Thanks

Terry

---

**From:** MacLeod, Peggy SG:EX [mailto:Peggy.MacLeod@gov.bc.ca]  
**Sent:** August-10-11 2:42 PM  
**To:** Terry Wright  
**Cc:** Clark, Perry SG:EX  
**Subject:** RE: Contract  
**Importance:** High

Hi Terry:

Please find attached a revised contract. The following are the revisions that were made:

1. Section 9.2, Insurance - has been removed by Schedule D; and
2. Section 9.1, Indemnity - the Province will also indemnify IPS and yourself by Schedule F.

If this version meets with your approval, please sign the document and return to me for the Province to sign. I will return a signed copy for your files.

Thank you.

---

**From:** Terry Wright | S.22 |  
**Sent:** Tuesday, August 9, 2011 12:47 PM  
**To:** MacLeod, Peggy SG:EX  
**Cc:** Clark, Perry SG:EX  
**Subject:** RE: Contract

Hi Peggy

I am fine with the contract other than the insurance clause

S.22

I would be happy to sign the contract otherwise and simply strike the insurance clause 9.2 I think the Province is otherwise covered by the indemnity

I can send you a pdf of the signature page and page 6 with the insurance clause initialled out if you like.

We are through most of the work and will be finished the work early next week. I will be writing my report

Another option is that we can sign it next week once the report is submitted to John and change the term to end with that date so that you have no risk of an insurable incident.

Let me know

Thanks

Terry

---

**From:** MacLeod, Peggy SG:EX [<mailto:Peggy.MacLeod@gov.bc.ca>]  
**Sent:** August-04-11 6:13 PM  
**To:** Terry Wright  
**Cc:** Clark, Perry SG:EX  
**Subject:** Contract  
**Importance:** High

Hi Terry:

I made a couple of revisions on the contract which I previously forwarded to you. The revisions are highlighted in "yellow".

Please advise if you approve this contract.

My apologies for the inconvenience.

Peggy MacLeod





**MacLeod, Peggy SG:EX**

---

**From:** Terry Wright | S.22 |]  
**Sent:** Wednesday, September 14, 2011 9:10 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** RE: Invoice for Polices Services assignent

Hi Peggy

Thanks for the update

Terry

---

**From:** MacLeod, Peggy SG:EX [mailto:Peggy.MacLeod@gov.bc.ca]  
**Sent:** September-14-11 8:35 AM  
**To:** Terry Wright  
**Subject:** RE: Invoice for Polices Services assignent

Hi Terry:

Your payment was not issued last week but it will be done today.....you should receive a cheque the beginning of next week. My apologies.

Please be advised that your invoice was for \$27,947.50 but your payment will be \$27,839.50. The HST for the airfares of \$108.00 was deducted from your invoice as per Schedule B of the contract, all travel expenses will be paid:

excluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described above to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

Thank you.....

---

**From:** Terry Wright | S.22 |]  
**Sent:** Friday, September 2, 2011 10:18 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** RE: Invoice for Polices Services assignent

Thanks!

---

**From:** MacLeod, Peggy SG:EX [mailto:Peggy.MacLeod@gov.bc.ca]  
**Sent:** September-01-11 5:43 PM  
**To:** Terry Wright  
**Subject:** RE: Invoice for Polices Services assignent

Hi Terry:

Thank you for this information. I'll try to have the payment issued for you next week.

Have a wonderful weekend! Bet you're going to catch up on sleep.....

---

**From:** Terry Wright S.22  
**Sent:** Wednesday, August 31, 2011 1:12 PM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Invoice for Polices Services assignent

Hi Peggy

Here is my invoice and associated expenses

Best regards

Terry

# GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> PSSGPS12668009	<i>Financial Information</i>
<i>Requisition No.:</i>	<i>Client:</i> 010
<i>Solicitation No.(if applicable):</i>	<i>Responsibility Centre:</i> 15668
<i>Commodity Code:</i>	<i>Service Line:</i> 11610
<i>Contractor Information</i>	<i>STOB:</i> 6001/6002
<i>Supplier Name:</i> I.P.S. Consulting Limited	<i>Project:</i> 1500000
<i>Supplier No.:</i> S.17	<i>Template version:</i> October 21, 2010
<i>Telephone No.:</i> (604) 754-8037	
<i>E-mail Address:</i>	
<i>Website:</i>	

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**SCHEDULE A – SERVICES**

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable
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**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

I.P.S. Consulting Limited (the "Contractor") with the following specified address and phone number:  
3210 Woodburn Avenue  
Victoria, British Columbia V8P 5B7  
Phone: (604) 754-8037

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by  
Ministry of Public Safety and Solicitor General (the "Province") with the following specified address and fax number:

Policing and Security Programs Branch  
Police Services Division  
PO Box 9285 Stn Prov Govt, 10<sup>th</sup> Floor, 1001 Douglas Street  
Victoria, British Columbia V8W 9J7  
FAX Number: (250) 356-7747

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## 2 SERVICES

### Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

### Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

### Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

### Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

### Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

### Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

### Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

### Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

### Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

### 3 PAYMENT

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B;
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
  - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

#### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

#### Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

#### Refunds of taxes

#### 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

### 4 REPRESENTATIONS AND WARRANTIES

#### 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
  - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
  - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
  - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) If the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

### 5 PRIVACY, SECURITY AND CONFIDENTIALITY

#### Privacy

#### 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

#### Security

#### 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.



#### Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
  - (c) if it is information in any Incorporated Material.

#### Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

#### Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

### 6 MATERIAL AND INTELLECTUAL PROPERTY

#### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

#### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

#### Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
  - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.



#### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

#### 7 RECORDS AND REPORTS

##### Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

##### Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

#### 8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

#### 9 INDEMNITY AND INSURANCE

##### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

##### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

#### Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

#### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

#### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

### 10 FORCE MAJEURE

#### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
    - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
    - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
    - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
    - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
  - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

#### Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

#### 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
  - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

#### Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

#### Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## 12 DISPUTE RESOLUTION

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

#### Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

#### Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.



### 13 MISCELLANEOUS

#### Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
  - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

#### Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

#### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

#### Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

#### Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

#### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

#### Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

#### Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

#### Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.



#### Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

#### Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

#### Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

#### Additional terms

13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

#### Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

#### 14 INTERPRETATION

14.1 In this Agreement:

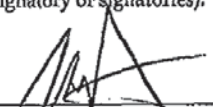
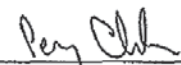
- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;

- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and  
 (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

**18 EXECUTION AND DELIVERY OF AGREEMENT**

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>10<sup>th</sup></u> day of <u>August</u>, 20<u>11</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>_____          Signature(s)</p> <p><u>Terry Wright</u>          Print Name(s)</p> <p><u>President</u>          Print Title(s)</p>	<p>SIGNED on the <u>24</u> day of <u>August</u>, 20<u>11</u> on behalf of the Province)</p> <p>by its duly authorized representative:</p> <p></p> <p>_____          Signature</p> <p><u>Perry Clark</u>          Print Name</p> <p><u>Executive Director, Management Services          Policing and Security Programs Branch</u>          Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. The term of this Agreement commences on July 23, 2011 and ends on August 31, 2011.

### PART 2. SERVICES:

#### Objective:

Provide an overview of a planning methodology and checklist to guide the City of Vancouver and related agencies in the planning and management of major civic celebrations. The methodology should be directed at maximizing the probability of successful and orderly celebrations.

#### Scope:

- Prepare a scalable framework to guide City staff in the future development of a detailed planning and management playbook for civic celebrations, taking into account any lessons learned from the work of your commission as well as the event planning principles and practices that underpinned the success of the 2010 Olympic and Paralympic Winter Games and other events we have successfully delivered.
- Identify the key agencies that need to participate in the planning and management of major civic celebrations and outline their roles in the framework. Identify key integration points that will help ensure success and maximize the Event teams' resilience in the event of challenges.
- Outline the role of "Event Services" staff and volunteers and how this function can contribute to the success and atmosphere of the event.

In addition to the forward looking work outlined above, IPS Consulting Limited will also provide assistance in reviewing the planning protocols that were employed for the Stanley Cup finals, as well as a review of the final report. The review of the planning protocols will be undertaken once the draft planning framework has been completed. The framework will then be updated based on learnings from the review of the processes employed by the City.

Services include the production of the planning framework, as well as a high level review of the planning methodology employed for the Stanley Cup finals.

This information is to be included in the Independent Review Report to be delivered to the Province by August 31<sup>st</sup>, 2011.

### PART 3. RELATED DOCUMENTATION:

Not applicable

### PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
  - (a) Terry Wright

## Schedule B – Fees and Expenses

### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$25,400.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

**Flat Rate**

**Fees:** \$24,000.00 is the maximum amount of fees payable under this Agreement.

### **3. EXPENSES:**

**Expenses:** travel, accommodation and meal expenses for travel greater than 32 kilometers away from Victoria on the same basis as the Province pays its Group II employees when they are on travel status; and \$1,400.00 is the amount of expenses payable under this Agreement.

excluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described above to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

### **5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

**Schedule C – Approved Subcontractor(s)**

Not applicable

**Schedule D – Insurance**

No insurance required.



## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### Collection of personal information

- 3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### Accuracy of personal information

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

### Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### **Storage and access to personal information**

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### **Disclosure of personal information**

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

#### Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



#### Schedule F – Additional Terms

1. Despite section 9 of this Agreement, the Contractor and the Province agree that section 9.1 of this Agreement is deleted, and following clause is added:

To the extent the Contractor or Terry Wright is not covered by any applicable insurance or arrangements for indemnity, the Province will indemnify and save harmless the Contractor and Terry Wright from and against any losses, claims, actions causes of action, costs and expenses that the Contractor or Terry Wright may sustain, incur, suffer or be to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or Terry Wright in the performance of the Services set out in Schedule A of this Agreement, except where such loss arises from the Contractor's or Terry Wright wilful misconduct, gross negligence, default or any act or omission outside the scope of the Services.

## Schedule G – Security Schedule

### Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
  - (i) in the Material, or
  - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
  - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
  - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
  - (i) the Contractor or a subcontractor if an individual, or
  - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that



the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

#### Sensitive Information access control

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

#### Integrity of Information

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Contractor; and
- (b) not been altered in any material respect.

#### **Documentation of changes to processes**

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

#### **Notice of security breaches**

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

#### **Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

#### **Retention of Records**

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

#### **Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

#### **Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

- (a) any Records in the possession of the Contractor containing Information; or

- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

#### Termination of Agreement

- 18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### Interpretation

- 19. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
- 20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
- 21. The appendices attached to this Schedule are part of this Schedule.
- 22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
- 23. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
- 24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

## SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

### Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> <li>• B.C. driver's licence or learner's licence (must have photo)</li> <li>• B.C. Identification (BCID) card</li> </ul> <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> <li>• Canadian birth certificate</li> </ul> <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> <li>• Canadian Citizenship Card</li> <li>• Permanent Resident Card</li> <li>• Canadian Record of Landing/Canadian Immigration Identification Record</li> </ul>	<ul style="list-style-type: none"> <li>• School ID card (student card)</li> <li>• Bank card (only if holder's name is on card)</li> <li>• Credit card (only if holder's name is on card)</li> <li>• Passport</li> <li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li> <li>• Canadian or U.S. driver's licence</li> <li>• Naturalization certificate</li> <li>• Canadian Forces Identification</li> <li>• Police identification</li> <li>• Foreign Affairs Canada or consular identification</li> <li>• Vehicle registration (only if owner's signature is shown)</li> <li>• Picture employee ID card</li> <li>• Firearms Acquisition Certificate</li> <li>• Social Insurance Card (only if has signature strip)</li> <li>• B.C. CareCard</li> <li>• Native Status Card</li> <li>• Parole Certificate ID</li> <li>• Correctional Service Conditional Release Card</li> </ul>

\*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

### Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

### Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

### Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.



**MacLeod, Peggy SG:EX**

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**From:** Stewart S.22  
**Sent:** Wednesday, August 3, 2011 5:50 PM  
**To:** Clark, Perry SG:EX  
**Cc:** MacLeod, Peggy SG:EX  
**Subject:** Re: Statement of work

Perry, I have reviewed the draft contract and can tell you that everything is as I expected and there are no changes requested from my end.  
My full name is Stewart John Muir.  
Thanks,  
Stewart

On 2011-08-03, at 4:02 PM, Clark, Perry SG:EX wrote:

>  
> Thank-you Stewart.  
>  
> As we need your full legal name to set you up as a supplier can you provide your middle name please?  
>  
> Attached is a draft of the contract that we will have you sign when finalized. This is our standard provincial contract.  
>  
> Please do not hesitate to call if you require any info.  
>  
>  
> Perry Clark, CA  
> Executive Director, Corporate Services and Police Technology Policing  
> and Security Programs Branch Ministry of Public Safety and Solicitor  
> General Phone 250 356-8146  
> Cell 250 888-3950  
> Fax 250 356-7747  
>  
>  
> -----Original Message-----  
> From: Stewart Gmail S.22  
> Sent: Wednesday, August 3, 2011 2:10 PM  
> To: Clark, Perry SG:EX; MacLeod, Peggy SG:EX  
> Subject: Statement of work  
>  
> Good afternoon Perry and Peggy,  
> The following statement describes to work I will be providing:  
> "Writing, editing and document coordination for the Police Services Division."  
>  
> Thank you,  
> Stewart Muir  
>  
>  
> S.22  
>  
> Address  
> 3739 West 14th Avenue  
> Vancouver B.C.  
> V6R 2W8

>  
> <Stewart Muir Contract.docx>



**Bard, Jenni SG:EX**

---

**From:** Clark, Perry SG:EX  
**Sent:** Thursday, August 4, 2011 12:24 PM  
**To:** Bard, Jenni SG:EX; S.22  
**Subject:** Re: contract for riot review

Thank-you Jenni . We have connected.

---

**From:** Bard, Jenni SG:EX  
**Sent:** Thursday, August 04, 2011 12:22 PM  
**To:** S.22; S.22; Clark, Perry SG:EX; 'Stewart'  
**Subject:** contract for riot review

Hi Perry, Doug and Stewart:

I just wanted to put Perry and Stewart in touch with each other by way of this email for any information required for the contract.

Jenni

# GENERAL SERVICE AGREEMENT



## For Administrative Purposes Only

Ministry Contract No.: \_\_\_\_\_  
Requisition No.: \_\_\_\_\_  
Solicitation No.(if applicable): \_\_\_\_\_  
Commodity Code: \_\_\_\_\_

### Contractor Information

Supplier Name: Stewart John Muir \_\_\_\_\_  
Supplier No.: \_\_\_\_\_  
Telephone No.: (250) 589-6747 \_\_\_\_\_  
E-mail Address: S.22 \_\_\_\_\_  
Website: \_\_\_\_\_

### Financial Information

Client: 010  
Responsibility Centre: 15668  
Service Line: 11610  
STOB: 6001/6002  
Project: 1500000

Template version: October 21, 2010

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**SCHEDULE A – SERVICES**

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
- Part 4 - Statements of Account
- Part 5 - Payments Due

**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the 3<sup>rd</sup> day of August, 2011.

BETWEEN:

STEWART JOHN MUIR (the "Contractor") with the following specified address and phone number:  
3739 West 14<sup>th</sup> Avenue  
Vancouver, British Columbia V6R 2W8  
Phone: (250) 589-6747

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Ministry of Public Safety and Solicitor General (the "Province") with the following specified address and fax number:

Policing and Security Programs Branch  
Police Services Division  
PO Box 9285 Stn Prov Govt, 10<sup>th</sup> Floor, 1001 Douglas Street  
Victoria, British Columbia V8W 9J7  
FAX Number: (250) 356-7747

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.



## 2 SERVICES

### Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

### Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

### Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

### Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

### Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

### Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

### Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

### Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

### Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

### 3 PAYMENT

#### Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

#### Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

#### Currency

3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

#### Prohibition against committing money

3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

#### Refunds of taxes

#### 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

### 4 REPRESENTATIONS AND WARRANTIES

#### 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
  - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
  - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
  - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

### 5 PRIVACY, SECURITY AND CONFIDENTIALITY

#### Privacy

#### 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

#### Security

#### 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

#### Confidentiality



- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
  - (c) if it is information in any Incorporated Material.

#### Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

#### Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

### 6 MATERIAL AND INTELLECTUAL PROPERTY

#### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

#### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

#### Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
  - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

#### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

## **7 RECORDS AND REPORTS**

### **Work reporting**

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

### **Time and expense records**

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## **8 AUDIT**

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

## **9 INDEMNITY AND INSURANCE**

### **Indemnity**

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

### **Insurance**

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

### **Workers compensation**

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

### **Personal optional protection**

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

#### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

### 10 FORCE MAJEURE

#### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
  - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
  - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
  - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
  - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

#### Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

### 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,



- (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
- (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

#### Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

#### Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event

of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## **12 DISPUTE RESOLUTION**

### **Dispute resolution process**

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) If the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

### **Location of arbitration or mediation**

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

### **Costs of mediation or arbitration**

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## **13 MISCELLANEOUS**

### **Delivery of notices**

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
- (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

#### Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

#### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

#### Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

#### Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

#### Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

#### Personnel not to be employees of Province

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

#### Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

#### Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.



Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

**14 INTERPRETATION**

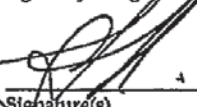
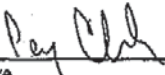
14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>5<sup>th</sup></u> day of <u>August</u>, 20<u>12</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Stewart John Muir</u> _____ Print Name(s)</p> <p>_____ _____ Print Title(s)</p>	<p>SIGNED on the <u>17</u> day of <u>August</u>, 20<u>11</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Perry Clark</u> _____ Print Name</p> <p><u>Executive Director, Management Services</u> <u>Policing and Security Programs Branch</u> _____ Print Title</p>
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**Schedule A – Services**

**PART 1. TERM:**

The term of this Agreement commences on August 2, 2011 and ends on August 31, 2011.

**PART 2. SERVICES:**

Writing, editing and document coordination for the Police Services Division.

**PART 3. RELATED DOCUMENTATION:**

Not applicable

**PART 4. KEY PERSONNEL:**

Not applicable

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$18,500.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

#### Hourly Rate

**Fees:** at a rate of \$150.00 per hour for those hours during the Term when the Contractor provides the Services.

\$18,000.00 is the maximum amount of fees payable under this Agreement.

### 3. EXPENSES:

#### Expenses:

a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Vancouver, BC on the same basis as the Province pays its Group II employees when they are on travel status; and

b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

\$500.00 is the maximum amount of expenses payable under this Agreement.

excluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 15th day of a month to and including the 14th day of the next month, (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

#### 5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

**Schedule C – Approved Subcontractor(s)**

Not applicable

#### Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause;
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### Collection of personal information

- 3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### Accuracy of personal information

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.



#### **Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### **Storage and access to personal information**

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### **Disclosure of personal information**

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### **Inspection of personal information**

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

#### **Compliance with the Act and directions**

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**Schedule F -- Additional Terms**

Not applicable

## Schedule G – Security Schedule

### Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
  - (i) in the Material, or
  - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
  - (i) information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
  - (ii) any other information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
  - (i) the Contractor or a subcontractor if an individual, or
  - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain



and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

#### Sensitive Information access control

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

#### Integrity of Information

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.



11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Contractor; and
- (b) not been altered in any material respect.

**Documentation of changes to processes**

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

**Notice of security breaches**

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

**Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

**Retention of Records**

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

**Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

**Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Contractor containing Information; or

- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

#### Termination of Agreement

- 18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### Interpretation

- 19. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
- 20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
- 21. The appendices attached to this Schedule are part of this Schedule.
- 22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
- 23. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
- 24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

### SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

#### Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> <li>• B.C. driver's licence or learner's licence (must have photo)</li> <li>• B.C. Identification (BCID) card</li> </ul> <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> <li>• Canadian birth certificate</li> </ul> <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> <li>• Canadian Citizenship Card</li> <li>• Permanent Resident Card</li> <li>• Canadian Record of Landing/Canadian Immigration Identification Record</li> </ul>	<ul style="list-style-type: none"> <li>• School ID card (student card)</li> <li>• Bank card (only if holder's name is on card)</li> <li>• Credit card (only if holder's name is on card)</li> <li>• Passport</li> <li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li> <li>• Canadian or U.S. driver's licence</li> <li>• Naturalization certificate</li> <li>• Canadian Forces Identification</li> <li>• Police identification</li> <li>• Foreign Affairs Canada or consular identification</li> <li>• Vehicle registration (only if owner's signature is shown)</li> <li>• Picture employee ID card</li> <li>• Firearms Acquisition Certificate</li> <li>• Social Insurance Card (only if has signature strip)</li> <li>• B.C. CareCard</li> <li>• Native Status Card</li> <li>• Parole Certificate ID</li> <li>• Correctional Service Conditional Release Card</li> </ul>

\*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

#### Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

#### Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

#### Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

## MacLeod, Peggy SG:EX

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**From:** MacLeod, Peggy SG:EX  
**Sent:** Monday, August 29, 2011 9:47 AM  
**To:** Clark, Perry SG:EX  
**Subject:** FW: Statement of work

We'll require an additional \$7,500 for Stewart's contract.....

---

**From:** Stewart S.22  
**Sent:** Monday, August 29, 2011 9:11 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Statement of work

i'd say there will be 170 hours in this when all is said and done.

On 2011-08-29, at 8:46 AM, MacLeod, Peggy SG:EX wrote:

Hi Stewart:

Can you please provide me with an estimate number of hours that you will be billing for the contract?

---

**From:** Stewart S.22  
**Sent:** Monday, August 29, 2011 8:41 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Statement of work

Good morning Peggy -

As we near the finish line, I have exceeded the contract hours as the editing has proved to be even more time consuming than I expected. We have been working a lot of very long days. Is it possible to touch base?

thanks,  
Stewart

On 2011-08-17, at 4:45 PM, MacLeod, Peggy SG:EX wrote:

Hi Stewart.....Thank you for returning a signed document to me. Yes - the file size grew while with you!

The Province has signed your contract. I've enclosed a copy of the signed document for your files.

---

**From:** Stewart S.22  
**Sent:** Tuesday, August 16, 2011 4:53 PM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Statement of work

Peggy - here is the contract with signature. Sorry the file is so huge.  
thanks!  
Stewart

Non-Responsive



**MacLeod, Peggy SG:EX**

---

**From:** MacLeod, Peggy SG:EX  
**Sent:** Wednesday, August 31, 2011 8:57 AM  
**To:** Clark, Perry SG:EX  
**Subject:** FW: Update on riot review

This will bring his contract to \$30k.....

---

**From:** Stewart S.22  
**Sent:** Wednesday, August 31, 2011 8:30 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Update on riot review

it is definitely headed for 200.

On 2011-08-31, at 8:26 AM, MacLeod, Peggy SG:EX wrote:

Hi Stewart:

Thank you for the heads up. Can you estimate how many hours will be realistic. Your last estimate was 170 hours.

---

**From:** Stewart S.22  
**Sent:** Tuesday, August 30, 2011 7:23 PM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Update on riot review

Peggy, just figured it would be prudent to update you that the number of hours consumed in the closing phases of the Riot Review process have been higher than even my latest estimate owing to a very significant amount of revision and document complexity that I don't think was foreseen. I'm going to be deep in it for hours to come and then tomorrow will have its set of challenge too, I imagine.  
All the best,

Stewart Muir

S.22

c. 250 589-6747

Stewart Muir

S.22

c. 250 589-6747



**MacLeod, Peggy SG:EX**

---

**From:** MacLeod, Peggy SG:EX  
**Sent:** Monday, September 19, 2011 10:50 AM  
**To:** 'Stewart S.22'  
**Subject:** Contract - Modification Agreement

**Importance:** High

Hi Stewart:

Please find attached a copy of the Modification Agreement for your contract. This document must be signed before payment of your final invoice can be made.



modification  
agmt.doc

When your signed document is returned I will have the Province sign and submit your invoice for payment. I will also return a copy of the signed Modification Agreement to you for your records.

Thank you.

Peggy MacLeod  
Manager, Finance and Administration  
Police Services Division

**MacLeod, Peggy SG:EX**

---

**From:** MacLeod, Peggy SG:EX  
**Sent:** Monday, September 19, 2011 1:53 PM  
**To:** 'Stewart Muir'  
**Subject:** FW: Contract - Modification Agreement  
**Attachments:** s muir - signed mod

Here is the signed agreement.....

---

**From:** MacLeod, Peggy SG:EX  
**Sent:** Monday, September 19, 2011 12:33 PM  
**To:** 'Stewart Muir'  
**Subject:** RE: Contract - Modification Agreement

Thank you Stewart. I'll request your payment this week.....

---

**From:** Stewart Muir S.22  
**Sent:** Monday, September 19, 2011 11:14 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Contract - Modification Agreement  
**Importance:** High

Peggy -

Here you go.

Regards,

Stewart Muir  
S.22  
c. 250 589-6747

## Modification Agreement #1

THIS MODIFICATION AGREEMENT dated for reference September 16, 2011

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Solicitor General,  
Minister Responsible for Public Safety

Policing and Security Programs Branch  
Police Services Division  
PO Box 9285 Stn Prov Govt, 10<sup>th</sup> Floor, 1001 Douglas Street  
Victoria, British Columbia V8W 9J7

(the "Province")

### AND:

Stewart John Muir  
3739 West 14<sup>th</sup> Avenue  
Vancouver, British Columbia V6R 2W8

(the "Contractor")


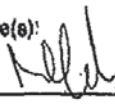
### BACKGROUND

- A. The parties entered into an agreement numbered PSSGPS12668010 dated for reference July 29, 2011, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective September 16, 2011.

### AGREEMENT

The parties agree as follows:

- (1) Increase the agreement by an additional \$7,000.00. There will be no expenses. The amended maximum amount for the contract will be \$25,500.00.
- (2) In all other respects, the Agreement is confirmed.

<b>SIGNED AND DELIVERED</b> on the <u>16<sup>th</sup></u> day of <u>Sept</u> , 20 <u>11</u> on behalf of the Province by its duly authorized representative  Signature:   Print name: <u>Stewart John Muir</u>	<b>SIGNED AND DELIVERED</b> on the <u>16<sup>th</sup></u> day of <u>Sept</u> , 20 <u>11</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)  Signature(s):   Print name(s): <u>Perry Clark, Executive Director</u>
--	---

PSSGPS12668008

**MacLeod, Peggy SG:EX**

---

**From:** Stewart Muir S.22  
**Sent:** Monday, September 19, 2011 1:54 PM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Contract - Modification Agreement

Thanks again.  
All the best  
Stewart

On 2011-09-19, at 4:53 PM, "MacLeod, Peggy SG:EX" <[Peggy.MacLeod@gov.bc.ca](mailto:Peggy.MacLeod@gov.bc.ca)> wrote:

Here is the signed agreement.....

---

**From:** MacLeod, Peggy SG:EX  
**Sent:** Monday, September 19, 2011 12:33 PM  
**To:** 'Stewart Muir'  
**Subject:** RE: Contract - Modification Agreement

Thank you Stewart. I'll request your payment this week.....

---

**From:** Stewart Muir S.22  
**Sent:** Monday, September 19, 2011 11:14 AM  
**To:** MacLeod, Peggy SG:EX  
**Subject:** Re: Contract - Modification Agreement  
**Importance:** High

Peggy -

Here you go.

Regards,

Stewart Muir

S.22

c. 250 589-6747

This message cannot be displayed because of the way it is formatted. Ask the sender to send it again using a different format or email program. multipart/mixed

## Bard, Jenni SG:EX

---

**From:** McInally, Lynne M SG:EX  
**Sent:** Wednesday, July 6, 2011 5:00 PM  
**To:** S.22  
**Cc:** Bard, Jenni SG:EX; Hoffmann, Gabi SG:EX; Vallieres, Lucie SG:EX; Herman, Justine SG:EX; Pecknold, Clayton SG:EX  
**Subject:** Contact list/roles for Riot Review

Hi – attached is an ever-evolving list of current contacts and roles for the present project. Please note that while I will be involved in the Review as the corporate contact for the conduct of the Review (and overseer of Police Services Division, Standards & Evaluation staff & resources), the Project Manager and primary contact is now **Jenni Bard** (email above; 604-775-2364). Pls see attachment for further information. Thx!



Contact list sent  
on July 6.xl...

Lynne McInally  
Executive Director, Standards & Evaluation  
Police Services Division  
Ministry of Public Safety and Solicitor General  
Phone: 604 660-2532  
Cell: 778 238-1202  
Fax: 604 660-2606  
Email: [lynne.mcinally@gov.bc.ca](mailto:lynne.mcinally@gov.bc.ca)



Contacts – July 7, 2011						
Role	First Name	Last Name	Title	Agency	Phone	Email
Co-Sponsor of Review Contact for City of Vancouver	Penny	Ballem	City Manager	City of Vancouver		Penny.Ballem@vancouver.ca
PSD Assisting Review, Project Lead and Point of Contact	Jenni	Bard	Program Manager, Standards and Evaluation Unit	Police Services Division	604-775-2364	jenni.bard@gov.bc.ca
Review Team Technical Advisor	Charles	Bordeleau	Deputy Chief	Ottawa Police Service	613-236-1222 ext 5655	BordeleauC@ottawapolice.ca
Co-Sponsor of Review Contact for Vancouver Police Board	Jim	Chu	Chief Constable	Vancouver Police Department	604-717-2950	jim.chu@vpd.ca
Review Team Technical Advisor	Mark	Ford	Inspector	Ottawa Police Service	613 236-1222 ext 2411	FordM@ottawapolice.ca
Review Team Technical Advisor	Mark	Ford	Inspector	Ottawa Police Service	613 236-1222 ext 2411	FordM@ottawapolice.ca
Review Team Co-Chair	John	Furlong	Co-Chair			s. 22
Contact re July 15 Meeting with COV Staff	Lynda	Graves	Administrative Manager	City Manager's Office, City of Vancouver	604-873-7664	lynda.graves@vancouver.ca
PSD Assisting Review	Gabi	Hoffmann	Program Manager, Standards and Evaluation Unit	Police Services Division	604-660-0838	gabi.hoffmann@gov.bc.ca
PSD Assisting Review	Justine	Herman	Admin Support	Police Services Division	604- 660-2621	justine.herman@gov.bc.ca
Review Team Co-Chair	Douglas	Keefe	Co-Chair	Doug Keefe Consulting Inc	902 431 6530	s. 22
PSD Contact re Review Team expenses/costs	Peggy	MacLeod	Manager, Finance and Administration	Police Services Division	250-387-6933	peggy.macleod@gov.bc.ca

Contact VPD - interview set up	Drazen	Manojlovic	Director of Planning and Research	Vancouver Police Department		Drazen.Manojlovic@vpd.ca
PSD Corporate Contact for Review	Lynne	McInally	Executive Director, Standards and Evaluation Unit	Police Services Division	604-660-2532	lynne.mcinally@gov.bc.ca
Contact re COV Documentation	Leslie	Mobbs	City Archivist and Director of Records and Archives	City of Vancouver	604-871-6584	leslie.mobbs@vancouver.ca
Co-Sponsor of Review Contact for Province of BC	Clayton	Pecknold	ADM and Director of Police Services	Police Services Division	S.15	clayton.pecknold@gov.bc.ca
PSD Assisting Review, Sharepoint Contact	Lucie	Vallieres	Research Analyst, Standards and Evaluation Unit	Police Services Division	604-660-0933	lucie.vallieres@gov.bc.ca

**Bard, Jenni SG:EX**

---

**From:** S.22  
**Sent:** Thursday, July 14, 2011 8:36 AM  
**To:** Bard, Jenni SG:EX; John Furlong  
**Subject:** Bios for webpage  
**Attachments:** Doug Keefe Profile 2011 BC Riot Review.doc; ATT00001.txt

ATT00001

Hi,

Here's a first cut at mine. It is probably too wordy but I wanted to describe my westray involvement in a bit of detail as I was initially characterized as having "investigated" the disaster. That's not entirely incorrect but is perhaps best characterized as an honest attempt by someone to compress my five years of a variety of chores into one verb. There were three official investigations and I helped set up two of them but wasn't a part of any of them.

John, I'm sure you have a very professional one and perhaps I ought to follow the same format. If you can share it when you return I will revise this one.

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

# Douglas J Keefe QC

## 2007 TO PRESENT

S.22

Douglas J. Keefe has been an independent consultant

He has assisted public and private organizations with

- Strategic planning and change management including facilitating team building and planning retreats.
- Investigations under workplace anti-harassment policies
- Development of a collaborative venture between private sector proponents and the Province to establish a facility for testing and demonstrating tidal power devices in the Bay of Fundy and, since June 2009, providing leadership and management services to the project.

## COMMUNITY

Board member, HomeBridge Youth Society, a not for profit organization providing programming, education and support to young people between the ages of 12 and 18 at six residential facilities in Halifax since 2007.

## PUBLIC SERVICE EXPERIENCE

Retired in March 2007 after nearly thirty years with the government of Nova Scotia.

**Sept 2000 - March 2007**

**Deputy Minister of Justice and Deputy Attorney General of Nova Scotia**

the Nova Scotia Department Justice,  
responsibility for legal services to government,  
corrections, court services, services to victims of crime, police and public safety.

**March 1992 – December 2000**

**Executive Director, Legal Services**

Responsible for both the Legal Services Division and the Victims Services Division.

**1989-92:** Lead provincial negotiator for Nova Scotia's first modern Aboriginal hunting agreement, and Tripartite Forum agreement – which initiated the generally positive working relationship between the Province and Mi'kmaq.

Court Structure Task Force that recommended complete overhaul of court system. Co-wrote the report with the task force chair, the former dean of Dalhousie Law School, and developed the legislative implementation of its recommendations.

Established and lead the Department planning process and personally developed numerous legislative initiatives

**1983-88:** one of five core members of the provincial negotiating team for the 1984 Canada | Nova Scotia offshore petroleum legislation and the 1987 agreement and legislation that superseded it.

#### CRISIS RESPONSE

**Marshall Commission:** appointed in 1989 to lead the government's preparation for and response to the Commission's report. The wrongful conviction of Donald Marshall Jr. and the Public Inquiry that followed led to the wholesale reorganization of the then Department of Attorney General, creation of the Public Prosecution Service, and the Solicitor General's Department; disciplinary hearings by the Bar Society and the Canadian Judicial Council; departure or reassignment of senior justice officials, and had significant political ramifications. The response and implementation was, by contrast, well regarded and set the stage for broader reform of the justice system. All recommendations that pertained to the administration of justice in Nova Scotia were acted on and detailed in progress reports until completed.

**Westray Mine Disaster:** member of the small crisis team created by the government immediately following the explosion; drafted the terms of reference and assisted the Supreme Court judge in establishing the public inquiry; managed the government's interactions with the Commission including overseeing the complex task of continuous compliance with its document production order; worked with our litigation team to interview witnesses and write the final submission; and was part of the team that developed the government's response to the report.

<sup>1</sup> Nova Scotia was one of the first to prohibit discrimination on the basis of gender orientation and the first to enact domestic partnership legislation.

<sup>2</sup> Lead the team that developed our current act in 1994. We borrowed freely from British Columbia. I advocated for openness in government as the deputy minister responsible and on since leaving.



**Swissair crash:** support to the Chief Medical Examiner during the first weeks following the crash; senior liaison with RCMP investigation.

**Nunn Commission:** a public inquiry into youth criminal justice prompted by the by a young offender awaiting trial, including an initial internal investigation, established the Commission, overseeing the government's case and the government's response to the report.

#### HUMAN RESOURCE DEVELOPMENT

Developed the seminar on Public Sector Leadership and Values as part of the Public Service Commission's HR development program for middle and senior managers and presented it five times a year from 1996 until t; frequent speaker on leadership and values; addressed each new Cabinet since 1999 on public sector values as part of the ministers' orientation program.

## Bard, Jenni SG:EX

---

**From:** Pecknold, Clayton SG:EX  
**Sent:** Sunday, July 24, 2011 8:20 AM  
**To:** 'S.22'  
**Cc:** Bard, Jenni SG:EX  
**Subject:** Re: Writer

Jenni. We are still searching externally. However it occurred to me that either the braidwood or frank paul inquiry may have retained writers. I believe lynne has the contact info for their commission research counsel.

Non-Responsive

## **Bard, Jenni SG:EX**

---

**From:** Smestad, Kirsten SG:EX  
**Sent:** Monday, July 25, 2011 11:09 AM  
**To:** S.22  
**Cc:** Bard, Jenni SG:EX; John Furlong; Hoffmann, Gabi SG:EX; Pauliszyn, Robert GCPE:EX  
**Subject:** RE: Note for the web page

Hi Mr. Keefe, I'm not sure how / where you'd like this document posted.

The document should have a title (simply having Introduction at the start makes it seem like it is the start of a report).

The following title describes the document:

**'Thoughts About the Review Process by Doug Keefe and John Furlong'**

I could place a link to the document in the section on the home page 'Focus of the Review'. Also, you may want to consider aligning the language in the document (four bullets) to the same language that is in the four bullets on the website.

Please advise.

Kirsten Smestad  
PSSG Web Coordinator  
250 356-9998

---

**From:** S.22  
**Sent:** Saturday, July 23, 2011 5:19 AM  
**To:** Smestad, Kirsten SG:EX  
**Cc:** Bard, Jenni SG:EX; John Furlong; Hoffmann, Gabi SG:EX  
**Subject:** Note for the web page

<< File: THE RIOT REVIEW July 23 2011.docx >> << File: ATT00001.txt >>

**Bard, Jenni SG:EX**

---

**From:** Pecknold, Clayton SG:EX  
**Sent:** Monday, July 25, 2011 6:51 AM  
**To:** 'S.22' <'FordM@ottawapolice.ca'  
**Cc:** McNally, Lynne M SG:EX; 'S.22'; 'BordeleauC@ottawapolice.ca'; Bard, Jenni SG:EX; MacLeod, Peggy SG:EX; Clark, Perry SG:EX  
**Subject:** Re: Writer

We will retain them on your behalf. Mark we will need a best guess on the scope of work. Peggy is your contact.

Non-Responsive

Non-Responsive

Non-Responsive



Non-Responsive

Doug

-----Original Message-----

From: MacLeod, Peggy SG:EX

To: Doug Keefe Consulting Inc

Cc: Lynne McNally

Subject: FW: Writer

Sent: Jul 15, 2011 9:33 PM

To assist with the decision to use the Ottawa writer can you please provide the following:

1. The writer's name and cost per hour.
2. How much time will his/her services be required?

Thank you.....

-----Original Message-----

From: McNally, Lynne M SG:EX

Sent: Friday, July 15, 2011 10:03 AM

To: S.22

Cc: MacLeod, Peggy SG:EX

Subject: RE: Writer

I've cc'd Peggy Macleod who is the contact for contract management - she can advise how to proceed. Thx, Lynne

-----Original Message-----

From: S.22  
Sent: Thu, July 14, 2011 6:03 PM  
To: McNally, Lynne M SG:EX  
Subject: Writer

Hi

Second try at a message:

When we spoke of a writer in Vancouver I may also have mentioned our Ottawa police have a writer there they are used to. I'm thinking that it may speed their work and ours if they can engage him immediately now that they've completed their first round of interviews. Unless you see a problem with this who should arrange the contract?

Doug

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

Non-Responsive

Non-Responsive

Doug

-----Original Message-----

From: MacLeod, Peggy SG:EX

To: Doug Keefe Consulting Inc

Cc: Lynne McNally

Subject: FW: Writer

Sent: Jul 15, 2011 9:33 PM

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1. The writer's name and cost per hour.
2. How much time will his/her services be required?

Thank you.....

-----Original Message-----

From: McNally, Lynne M SG:EX

Sent: Friday, July 15, 2011 10:03 AM

To: S.22

Cc: MacLeod, Peggy SG:EX  
Subject: RE: Writer

I've cc'd Peggy Macleod who is the contact for contract management - she can advise how to proceed. Thx, Lynne

-----Original Message-----

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Sent: Thu, July 14, 2011 6:03 PM  
To: McInally, Lynne M SG:EX  
Subject: Writer

Hi

Second try at a message:

When we spoke of a writer in Vancouver I may also have mentioned our Ottawa police have a writer there they are used to. I'm thinking that it may speed their work and ours if they can engage him immediately now that they've completed their first round of interviews. Unless you see a problem with this who should arrange the contract?

Doug

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

Sent wirelessly from my BlackBerry device on the Bell network.  
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

**Bard, Jenni SG:EX**

**From:** Smestad, Kirsten SG:EX  
**Sent:** Tuesday, July 26, 2011 1:04 PM  
**To:** Hoffmann, Gabi SG:EX; **S.22**  
**Cc:** Bard, Jenni SG:EX; 'John Furlong'; Pauliszyn, Robert GCPE:EX  
**Subject:** RE: Note for the web page

Ok, attached is what I'll post. Below is a screen shot, document linked to at end of second paragraph.



about-the-review.  
pdf

British Columbia - Windows Internet Explorer  
gov.bc.ca/vancouverriotreview/

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## Vancouver Riot Review

### Overview

On June 20, 2011 the Province, the City of Vancouver and the Vancouver Police Board announced an independent review of the planning and activities that led up to, and the violence that followed, the Stanley Cup final game June 15. The review is led by two co-chairs: Douglas Keefe, former Nova Scotia deputy attorney general, and John Furlong, former head of the Vancouver Olympic Committee (VANOC).

The co-chairs will report out to the Province, City and Police Board by August 31, 2011. The report will be made public. For more information see [About the Review](#) (pdf)

### Focus of the Review

- What was learned from the 1994 riot and how the findings were integrated into the planning for the Stanley Cup 'Game Seven' celebrations on June 15.
- The foundational elements of the Vancouver Police Department/City plans for the event and the relationship of those plans to what transpired in the lead-up to and during the riots.
- The availability of liquor at public events and the contribution the availability made to the events that unfolded on June 15.
- A framework for how the City of Vancouver and the VPD work with the appropriate partners to optimize the safe, inclusive and enjoyable participation of the public in celebrations in the public spaces for which Vancouver is world-renowned.

### Submissions to the Review

All submissions received by Friday August 12, 2011 will receive consideration by the review team.

Local Intranet | Protected Mode: On

K.

**From:** Hoffmann, Gabi SG:EX  
**Sent:** Tuesday, July 26, 2011 10:14 AM  
**To:** Smestad, Kirsten SG:EX; **S.22**

**Cc:** Bard, Jenni SG:EX; 'John Furlong'; Pauliszyn, Robert GCPE:EX  
**Subject:** RE: Note for the web page

Please use the simple title "About the Review"

Gabi

---

**From:** Smestad, Kirsten SG:EX  
**Sent:** Mon, July 25, 2011 11:09 AM  
**To:** 'S.22'  
**Cc:** Bard, Jenni SG:EX; 'John Furlong'; Hoffmann, Gabi SG:EX; Pauliszyn, Robert GCPE:EX  
**Subject:** RE: Note for the web page

Hi Mr. Keefe, I'm not sure how / where you'd like this document posted.

The document should have a title (simply having Introduction at the start makes it seem like it is the start of a report).

The following title describes the document:

**'Thoughts About the Review Process by Doug Keefe and John Furlong'**

I could place a link to the document in the section on the home page 'Focus of the Review'. Also, you may want to consider aligning the language in the document (four bullets) to the same language that is in the four bullets on the website.

Please advise.

Kirsten Smestad  
PSSG Web Coordinator  
250 356-9998

---

**From:** S.22  
**Sent:** Saturday, July 23, 2011 5:19 AM  
**To:** Smestad, Kirsten SG:EX  
**Cc:** Bard, Jenni SG:EX; John Furlong; Hoffmann, Gabi SG:EX  
**Subject:** Note for the web page

<< File: THE RIOT REVIEW July 23 2011.docx >> << File: ATT00001.txt >>



#### ABOUT THE REVIEW

In the early morning of June 16, 2011, in a show of amazing and heart warming generosity, crowds of citizens from all over the region poured into the city, some armed with brooms and cleaning supplies. It was a spontaneous effort to work alongside downtown residents, business owners, and civic workers to clean up after the Stanley Cup riot. But it was more than that; it was a rebuke to the instigators of the riot, a repudiation of those who joined in or cheered them on, and the symbolic reclamation of the city's public spaces.

#### OUR REVIEW IS PART OF THE PROCESS THAT BEGAN THAT MORNING

The clean up that began July 16<sup>th</sup> was a first restorative step. Another, more prosaic, step is to examine what happened and learn from it so that Vancouver continues to be a city where people can celebrate together safely.

#### MANDATE OF OUR REVIEW

Not surprisingly, a great deal of self-examination is going on in a great many organizations.

Ours is an independent review but it is not a commission of inquiry. It has a very precise time frame and four mandated objectives:

- 1. The learnings from the 1994 riot and how were they integrated into our planning for this event.**
- 2. The foundational elements of the Vancouver Police Department /City plans for the event and the relationship of those plans to what transpired in the lead-up and during the riots.**
- 3. The availability of liquor at public events and the contribution this made to the events that unfolded.**
- 4. Looking forward, a framework for how the City of Vancouver and the Vancouver Police Department work with the appropriate partners to**

**optimize the safe, inclusive and enjoyable participation of our public in celebrations in the public spaces for which our City is world-renowned.**

We are directed to work "on the assumption that Vancouver will continue to be a city that wants to experience the full use of our vibrant public spaces to celebrate safely and responsibly."

#### FULL COOPERATION

The Province of British Columbia, the City of Vancouver, and the Vancouver Police Board initiated this review. We have been promised complete cooperation, a collaborative spirit, openness, transparency, and full disclosure. Our independence has been stressed repeatedly.

The Premier and Solicitor General of British Columbia, the Mayor and City Manager of Vancouver, the Chair of the Vancouver Police Board, and the Chief Constable have all endorsed the mandate and co-chairs.

We do not have, nor do we believe we need, subpoena powers to do our job.

Our report is to be submitted August 31, 2011. Clearly the intent is that we complete the work thoughtfully and carefully, but also quickly, as Vancouver will host significant events in the months ahead that require a high level of preparedness. Indeed it is possible that the city and province will host the Stanley Cup finals in 2012.

We know our findings will be carefully scrutinized.

Our aim is to produce a credible report with accurate findings, useful recommendations, and some pragmatic event planning and management tools that improve the chances for successful events in the future and diminish the likelihood of another riot.

Doug Keefe and John Furlong

**Bard, Jenni SG:EX**

---

**From:** Smestad, Kirsten SG:EX  
**Sent:** Thursday, July 28, 2011 4:10 PM  
**To:** Bard, Jenni SG:EX; 'S.22'  
**Cc:** 'John Furlong'  
**Subject:** RE: Note for the web page

Yes, I'll get it all up tomorrow a.m. ... the shaded grey looks odd, so I'm glad this is clarified.

K.

-----Original Message-----

**From:** Bard, Jenni SG:EX  
**Sent:** Thursday, July 28, 2011 4:16 PM  
**To:** Smestad, Kirsten SG:EX; 'S.22'  
**Cc:** 'John Furlong'  
**Subject:** RE: Note for the web page

Hi Kirsten - we're not sure why there is shaded grey text, it does not appear on doug's copy here (could be a mac/pc thing?). Can you remove the shaded grey text and then post? Thanks,  
Jenni

-----Original Message-----

**From:** Smestad, Kirsten SG:EX  
**Sent:** Thursday, July 28, 2011 4:05 PM  
**To:** 'S.22'  
**Cc:** Bard, Jenni SG:EX; 'John Furlong'  
**Subject:** RE: Note for the web page

Yes, I'll get this done tomorrow morning ... and just post. I did send a prior message regarding the 'About the Review' document and haven't heard back.

I've attached the document ... to go live as is? Do you want the shaded grey text?

Kirsten Smestad  
PSSG Web Coordinator

-----Original Message-----

**From:** 'S.22' 1  
**Sent:** Thursday, July 28, 2011 3:47 PM  
**To:** Smestad, Kirsten SG:EX  
**Cc:** Bard, Jenni SG:EX; John Furlong  
**Subject:** Re: Note for the web page

Hi Kirsten,

Here are bios for John and me. May I ask you to put them up on the page as well? Thanks

Doug

ATT00001

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

On 2011-07-23, at 9:19 AM,

S.22

wrote:

> <THE RIOT REVIEW July 23 2011.docx>

>

> Hello Kirsten,

>

> I am Doug Keefe, one of the reviewers in the Stanley Cup riot review. Would you please add the attached note to our webpage. if you have any questions you may call me at the cell phone number below. we will likely add biographical material later this morning.

>

> Thanks for your assistance.

>

> Doug

>

> Douglas J Keefe QC

> Doug Keefe Consulting Inc

> 6350 York St

> Halifax, N.S.

> Canada

> B3H 2K5

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> 902 431 6530 office

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S.22

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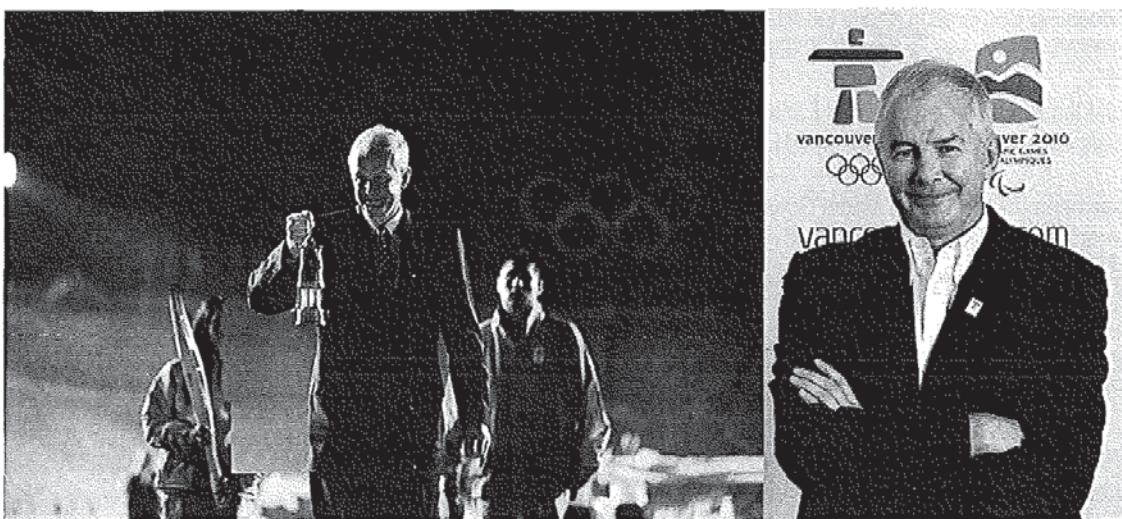


## John Furlong

Chief Executive Officer  
Vancouver Organizing Committee for the 2010 Olympic and  
Paralympic Winter Games

*"There has been euphoria here, a change. Something has happened, not just in Vancouver but all over the country. I think the people of the country have taken a different position around these Games. They have not been spectators, they have lived every moment with us. I think that is something we can all be proud of."*

John A. Furlong  
Chief Executive Officer, VANOC



John Furlong is the leader behind the team that organized and staged the Vancouver 2010 Olympic and Paralympic Winter Games. From the very beginning of the project, Furlong envisioned that the Games could be a true nation builder, helping to improve the fabric of Canadian society. IOC President Jacques Rogge remarked in a Canadian Press interview at how Vancouver had taken on the Games in a way that was "unheard of in the Olympic movement," and considered them as belonging to all of Canada, not surprised that the Games had become a catalyst for national unity.

Prior to his appointment at VANOC in 2004, Furlong was the President and Chief Operating Officer for the Vancouver 2010 Bid Corporation. In his role, he became the Bid's international face and key spokesperson, tirelessly clocking more than 1.2 million miles in his travels to promote the Bid.

Furlong's service to sport has landed him with numerous other forms of recognition - among them The IOC's Olympic Order and the IPC's Paralympic Order. He was inducted into the BC Sports Hall of Fame as the 2004 W.A.C. Bennett Award winner.

Sandra Hamilton, Senior Partner, Twenty Ten Group & Business Manager to Mr John Furlong  
Email: [Sandra@JohnFurlongSpeaks.ca](mailto:Sandra@JohnFurlongSpeaks.ca) Tel: 250-890-9386

## John Furlong

Furlong has been involved with athletics all his life, having competed at the international level in Basketball, European handball and Squash. He became Canadian Squash Champion in 1986. Furlong has been a long time member of the Canadian Olympic Committee and has led many high profile sport organizations in Canada.



In 2009, Furlong was named Canada's Most Influential Sport Figure by both the Globe and Mail and the Canadian Broadcasting Corporation and listed #1 on Vancouver Magazine's Vancouver Power 50 2009 list.

Around the Rings Magazine listed Furlong as one of the worlds top five most influential Olympic Officials in both 2009 and 2010. In 2010, he was named Sport BC's Sportsman of the Decade.

He has been named Sports Media Canada's Sports Executive of the Year and Canada's Marketer of the year for 2010. The Globe and Mail named Furlong Canada's Nation Builder for 2010 and the Canadian Club named him Canadian of the Year. He was also voted one of 25 Transformational Living Canadians by CTV and The Globe and Mail.

He has been awarded with Honorary Doctorate Degrees in Laws (3) and Technology(1) from UBC, The Justice Institute of BC, The University of Victoria, and BCIT.

On July 1, 2010, Furlong was named an Officer of the Order of Canada and on October 21<sup>st</sup> 2010, he became a Member of the Order of British Columbia.

Furlong's service to sport has landed him with numerous other forms of recognition - among them The IOC's Olympic Order and the IPC's Paralympic Order. He was voted Canada's Sport Executive of the Year for his contributions to the Vancouver 2010 Bid, named Vancouver's Executive of the Year by the Vancouver Executive Association and elected in 2010 as a Fellow of the BC Chamber of Commerce.

John was acclaimed as the 2004 Canadian Sport Awards' Sport Leadership Winner for his service to sport in Canada over a lifetime. He has won Vancouver's most prestigious tourism award for the promotion of Vancouver around the world and was inducted into the BC Sports Hall of Fame as the 2004 W.A.C. Bennett Award winner.

Born in Tipperary, Ireland, Furlong has five children and eleven grandchildren. His book *Patriot Hearts – Inside the Olympics that changed a country* became an instant national bestseller when it was launched in on February 12, 2011, the one year anniversary of the Games.

For more information visit: [www.JohnFurlong.ca](http://www.JohnFurlong.ca)

Sandra Hamilton, Senior Partner, Twenty Ten Group & Business Manager to Mr John Furlong  
Email: [Sandra@JohnFurlongSpeaks.ca](mailto:Sandra@JohnFurlongSpeaks.ca) Tel: 250-890-9386



**Bard, Jenni SG:EX**

---

**From:** Wanamaker, Lori SG:EX  
**Sent:** Saturday, July 30, 2011 11:47 AM  
**To:** S.22  
**Cc:** Ballem, Penny; XT:Furlong, John GCPE:IN; Bard, Jenni SG:EX; Pecknold, Clayton SG:EX; CHU, Jim; Pauliszyn, Robert GCPE:EX  
**Subject:** Re: Re:

Hi Doug.

Thank you for making arrangements to be in Vancouver on September 1. Having both you and John available to respond to media questions will be invaluable.

I agree that it's essential that the briefing and release strategy meet the needs of all of the sponsors. To that end, I am copying my GCPE director, Robert Pauliszen,

Lori Wanamaker, CA  
Deputy Minister  
Ministry of Public Safety and Solicitor General

On Jul 29, 2011, at 7:59 PM,  
wrote:

S.22

> Hello Penny,  
> I have changed my flight to accommodate your request. I think I speak for John and I in saying that we would like to know what the single, joint briefing and release strategy is for the sponsors before we commit.  
>  
> I indicated I would keep open the possibility of briefings on Sept 1 by changing my flight which I have done.  
>

Non-Responsive

**Bard, Jenni SG:EX**

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**From:** John Furlong | S.22  
**Sent:** Sunday, July 31, 2011 8:13 AM  
**To:** Douglas Keefe ; Smestad, Kirsten SG:EX  
**Cc:** Bard, Jenni SG:EX  
**Subject:** Re: Note for the web page

And me - John

-----Original Message-----

**From:** S.22  
**Date:** Sun, 31 Jul 2011 14:23:14  
**To:** <Kirsten.Smestad@gov.bc.ca>  
**Cc:** <Jenni.Bard@gov.bc.ca>; < S.22  
**Subject:** Re: Note for the web page

Thanks Kirsten,

It looks good to me.

Doug

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

On 2011-07-29, at 4:01 PM, Smestad, Kirsten SG:EX wrote:

> This is all live now <http://www.pssg.gov.bc.ca/vancouverriotreview/>  
>  
> Please check and make sure you're ok with everything ... as were entering the long weekend.  
>  
> Thanks,  
>  
> Kirsten Smestad  
> PSSG Web Coordinator  
>  
> -----Original Message-----  
> **From:** S.22  
> **Sent:** Thursday, July 28, 2011 3:47 PM  
> **To:** Smestad, Kirsten SG:EX  
> **Cc:** Bard, Jenni SG:EX; John Furlong  
> **Subject:** Re: Note for the web page  
>  
> Hi Kirsten,  
>  
> Here are bios for John and me. May I ask you to put them up on the page as well?  
Thanks  
>  
>

> Doug  
>

Pages 223 through 229 redacted for the following reasons:

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Non-Responsive

**Bard, Jenni SG:EX**

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**From:** Doug Keefe FORCE [doug.keefe@fundyforce.ca]  
**Sent:** Tuesday, August 30, 2011 7:19 AM  
**To:** Bard, Jenni SG:EX  
**Cc:** 'John Furlong '; Pecknold, Clayton SG:EX  
**Subject:** Re: news item for front page

Sorry, I missed this. It looks fine to me.

Douglas J Keefe QC  
Executive Director, Fundy Ocean Research Center for Energy (FORCE)  
P.O. Box 2573  
Halifax, NS  
B3J 3N5

902.406.1166 S.22  
[Doug.Keefe@fundyforce.ca](mailto:Doug.Keefe@fundyforce.ca)  
[fundyforce.ca](http://fundyforce.ca)

On 2011-08-29, at 5:11 PM, Bard, Jenni SG:EX wrote:

Hi Doug/John – pls approve the following addition to the website...it's in a small "News" textbox on the main page:

August 29, 2011

The report from the Vancouver Riot Review will be released on Thursday September 1.

MEDIA Information – further details around timing and location of the release will be available Wednesday August 31.

Non-Responsive

Non-Responsive



**Bard, Jenni SG:EX**

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**From:** S.22  
**Sent:** Sunday, July 24, 2011 8:26 AM  
**To:** Pecknold, Clayton SG:EX  
**Cc:** S.22 Bard, Jenni SG:EX  
**Subject:** Re: Writer

great idea Clayton. Thanks.

Douglas J Keefe QC  
Doug Keefe Consulting Inc  
6350 York St  
Halifax, N.S.  
Canada  
B3H 2K5

902 431 6530 office

S.22

Non-Responsive

Non-Responsive

Pages 234 through 236 redacted for the following reasons:

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Non-Responsive