

# Contract Management Checklist

**Contractor's Legal Name:** Jessica L. McDonald Inc.

**Contract Number:**

PLAN	Date	Yes	No	N/A	Comments
<ul style="list-style-type: none"> <li>Create contract file using <a href="#">ARCS</a> and/or <a href="#">ORCS</a></li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Undertake risk management analysis and identify insurance requirements - see <a href="#">Insurance Matrix</a> <ul style="list-style-type: none"> <li>RMB/CMSB should be engaged if more or less insurance is required</li> </ul> </li> </ul>	2023-07-20	✓	<input type="checkbox"/>	<input type="checkbox"/>	CMSB procurement engaged RMB who laid out acceptable insurance options, including waiving of insurance. Contractor was informed and accepted risks. Email saved to file.
<ul style="list-style-type: none"> <li>Develop Terms of Reference - Schedule A Services/Deliverables                             <ul style="list-style-type: none"> <li><a href="#">Information and template</a></li> </ul> </li> </ul>	2023-07-19	✓			
<ul style="list-style-type: none"> <li>Ensure no employee/employer relationship exists</li> </ul>	2023-07-17	✓			
<ul style="list-style-type: none"> <li>Review Corporate Supply Arrangements and existing ministry eligibility/pre-qualification lists                             <ul style="list-style-type: none"> <li>Corporate Supply Arrangement must be used if available</li> <li>CMSB maintains record of available ministry specific pre-qualification lists</li> </ul> </li> </ul>	2023-07-17	✓			Reviewed catalogue and confirmed no acceptable CSA in place
<ul style="list-style-type: none"> <li>Any other planning or decision documents created, i.e., briefing notes</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li><a href="#">Contract Approval Request</a> - if required                             <ul style="list-style-type: none"> <li><a href="#">Direct Award Justification</a></li> </ul> </li> </ul>	2023-07-21	✓	<input type="checkbox"/>	<input type="checkbox"/>	Contract Approval Request fully signed up to DM level, before contract has been signed.
<ul style="list-style-type: none"> <li>Engage with the ministry of Citizen's Services for any service contracts that have the potential to exceed \$250k.                             <ul style="list-style-type: none"> <li><a href="#">Access the CITZ SharePoint</a>, go to the applicable ministry page, and fill out a new excel line with the relevant project information.</li> </ul> </li> </ul>	2023-07-20	✓			CMSB procurement completed forecasting CITZ requirement. No support requested
PRE-AWARD - ALL	Date	Yes	No	N/A	Comments
<ul style="list-style-type: none"> <li><a href="#">Privacy Impact Assessments</a></li> </ul>	2023-07-21	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CMSB procurement engaged privacy group and had meeting about the contract on the 21 <sup>st</sup> . Written response outstanding and will be put on contract file once received.
<ul style="list-style-type: none"> <li><a href="#">Security Threat and Risk Assessment</a> - if required</li> </ul>				✓	
<ul style="list-style-type: none"> <li>Internal reference check (if contract value greater than \$10 million)</li> </ul>				✓	

<ul style="list-style-type: none"> <li>Seek legal advice from Legal Services Branch or internal legal counsel for any changes to approved contract templates, use of an alternate contract template, or using the GSA for purchases over \$250k</li> </ul>	2023-07-20	✓			CMSB procurement engaged counsel and confirmed GSA is acceptable at dollar value, given scope of services.
<ul style="list-style-type: none"> <li>Determine Procurement Process</li> </ul>	2023-07-17	✓			Sole source direct award decided
<ul style="list-style-type: none"> <li>Include environmental criteria, if applicable               <ul style="list-style-type: none"> <li>Criteria for Services</li> <li>Criteria for Goods</li> </ul> </li> </ul>				✓	Environmental criteria not applicable to this scope of services
<ul style="list-style-type: none"> <li>Ensure there is no conflict or perceived conflict of interest.               <ul style="list-style-type: none"> <li><a href="#">Guidelines</a></li> </ul> </li> </ul>	2023-07-18	✓			No perceived conflict of interest exists. Public announcement also did not receive any questions regarding conflict.
<ul style="list-style-type: none"> <li>Written explanation for an Emergency Purchase Order, if used</li> </ul>				✓	Not 202 emergency award
<ul style="list-style-type: none"> <li>For IM/IT procurement, special policy considerations apply. Confirm that ISB has been engaged for any IM/IT purchases</li> </ul>				✓	Not an IM/IT project
<b>COMPETITIVE (MULTIPLE BIDS OR QUOTES)</b>	<b>Date</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>Prepare solicitation documentation (ITQ, RFP, RFQ)               <ul style="list-style-type: none"> <li><a href="#">Templates available</a></li> <li>LSB/CMSB must be engaged if using non-standard solicitation templates</li> </ul> </li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>Approval of formal change to standard solicitation document (if needed)</li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>Post public solicitation for the <a href="#">recommended length of time</a> as per policy (if required)</li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>Identify the evaluation team</li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>Develop selection criteria for solicitation based on terms of reference/requirements:               <ul style="list-style-type: none"> <li>Develop proposal evaluation handbook</li> </ul> </li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>Pre-bid/proponent meeting materials and sign-in sheets (if required)</li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>Secure financial guarantees (if required)</li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>Documentation of proposal/bid packages received and opened</li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>If a goods contract opportunity is over \$10k and no exemption applies (i.e., direct award justification) - post on BC Bid</li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>If a service contract opportunity is over \$75k and no exemption applies (i.e., direct award justification) - post on BC Bid</li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>For non-trade agreement applicable solicitations (Services under \$75,000 or Goods under \$5,000) a branch may obtain 3 direct quotes, rather than post a public solicitation on BC Bid               <ul style="list-style-type: none"> <li>Documentation of invitation and response for direct quotes must be kept on file</li> </ul> </li> </ul>				✓	Direct award process, does not apply.

<ul style="list-style-type: none"> <li>o Verbal and email templates <a href="#">here</a></li> </ul>				✓	Direct award process, does not apply.
<ul style="list-style-type: none"> <li>• Completed evaluation handbooks for each proponent/respondent, for both individual and consensus evaluations <ul style="list-style-type: none"> <li>o Evaluation handbook information <a href="#">here</a></li> <li>o Names of evaluation committee members (and qualifications if needed)</li> </ul> </li> </ul>				✓	
• Record of reference checks (if used)				✓	
<b>DIRECT AWARD</b>	<b>Date</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
• Direct award conditions apply if contract is direct awarded, Direct award justification is provided. See the <a href="#">template</a>	2023-07-21	✓			
• For sole source direct award, unless sole source can be strictly proven, a Notice of Intent is posted. <a href="#">See the template</a>	2023-07-18		✓		The Province acknowledges that while no strict evidence exists to confirm the vendor as the sole source, we maintain our belief in their exclusive ability to meet our specific requirements effectively and efficiently. Furthermore, we note that a Notice of Intent (NOI) has not been issued as the Province would not be willing entertain challenges to such notice. CMSB Procurement has been consulted and has made us aware of the risks associated with this approach. We have considered these risks and determined that the unique expertise and value the vendor brings far outweigh potential concerns.
• Any NOI objections received have been addressed, if an objection is substantiated a competitive process has been undertaken				✓	
<b>AWARD</b>	<b>Date</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
• Prepare, finalize, sign, and fully execute the contract prior to commencement of work	2023-07-21	✓			
• Notify vendors and/or post contract award summary on BC Bid <ul style="list-style-type: none"> <li>o Send a written confirmation to successful vendor.</li> <li>o Notify unsuccessful vendors by posting on BC Bid or other means</li> <li>o If opportunity was posted on BC Bid, a award notice must also be posted</li> </ul>				✓	
• Create the purchase order		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>PRE-WORK CERTIFICATION, NEGOTIATION, AND DOCUMENTATION</b>	<b>Date</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>

<ul style="list-style-type: none"> <li>The contractor's agent or broker must complete and sign the <a href="#">Province of British Columbia Certificate of Insurance</a></li> </ul>				✓	Insurance requirements have been waived with approval from RMB and the contractor
<ul style="list-style-type: none"> <li>Obtain <a href="#">tax verification letter</a> (on contracts valued \$100k or more)</li> </ul>				✓	Direct award does not require the letter
<ul style="list-style-type: none"> <li>WorkSafeBC's <a href="#">letter of good standing</a></li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Copies of any required certifications</li> </ul>				✓	
<ul style="list-style-type: none"> <li>Pre-work discussions and work plan confirmation</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Negotiation documentation and correspondence</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Financial guarantees and documentation (if needed)</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>MANAGE</b>	<b>Date</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>Monitor project plans/schedules</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Copies of <a href="#">Waivers of Moral Rights and/or Acknowledgement of Assignment of Copyright</a> - if needed</li> </ul>				✓	Not developing art or special IP material, not applicable
<ul style="list-style-type: none"> <li>Copies of non-disclosure agreements - if needed</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li><a href="#">Summary of all payments</a> made against the contract</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Invoice copies processed against the contract</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Copies of records identifying receipt of deliverables and Qualified Receiver documentation</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Minutes of progress meetings attended by the contractor</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Progress reports submitted by the contractor</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Maintain copies of site inspections or visits to contractor's facility</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Signed contract modifications, extensions, or amendments</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Justification for all modification agreements</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>If used, maintain records of notices to comply, stop work orders, termination letters and other cancellation or dispute resolution materials.</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>CLOSE OUT</b>	<b>Date</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>A <a href="#">Post-Completion</a> evaluation is required on every contract over \$50,000. <ul style="list-style-type: none"> <li>It is best practice to complete an evaluation on every contract</li> <li>Results of contractor performance evaluation should be shared with the contractor. <a href="#">More information</a></li> </ul> </li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>"Finally Close" Purchase Order in financial system</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



**From:** Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca)  
**To:** Castillo, Billy R PSSG:EX (Billy.Castillo@gov.bc.ca); Faykes, Debbie T AG:EX (Debbie.Faykes@gov.bc.ca); Hoadley, David AG:EX (David.Hoadley@gov.bc.ca)  
**Subject:** RE: Supplier Number - Surrey Advisor  
**Sent:** 07/24/2023 16:21:12  
**Attachments:** image001.jpg  
**Message Body:**

Good day Billy,

JESSICA L. MCDONALD INC. is in CAS with a supplier number of s.22. However, the address listed is s.22. On the contract the address is s.22. Depending on which is the correct address, you will need to update the contract or work with the CAS supplier folks to correct the entry in CAS so that there are no issues when it comes time for payment.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: Evan.Ruffell@gov.bc.ca

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**From:** Castillo, Billy R PSSG:EX <Billy.Castillo@gov.bc.ca>  
**Sent:** Monday, July 24, 2023 8:31 AM  
**To:** Faykes, Debbie T AG:EX <Debbie.Faykes@gov.bc.ca>; Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>; Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Subject:** RE: Supplier Number - Surrey Advisor

Hi Debbie,

Attached is the final signed contract. David for your awareness, there was a late conversation on Friday resulting in the contract amount being reduced to s.17

Thanks  
B

**From:** Faykes, Debbie T AG:EX <Debbie.Faykes@gov.bc.ca>  
**Sent:** Friday, July 21, 2023 5:49 PM  
**To:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>; Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Cc:** Castillo, Billy R PSSG:EX <Billy.Castillo@gov.bc.ca>  
**Subject:** Re: Supplier Number - Surrey Advisor

Hi do you have a business number or copy of the contract?

---

**From:** Hoadley, David AG:EX  
**Sent:** July 21, 2023 4:28:58 PM  
**To:** Ruffell, Evan AG:EX; Faykes, Debbie T AG:EX  
**Cc:** Castillo, Billy R PSSG:EX  
**Subject:** Supplier Number - Surrey Advisor

Hi Evan and Debbie,  
For page 1 of the contract, we left the supplier number blank for now. Has a supplier number been established for Jessica L. McDonald Inc.? What is it? If it hasn't been established, please set it up.  
Please copy Billy on the reply.

Thanks!

**From:** Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca)

**To:** Hoadley, David AG:EX (David.Hoadley@gov.bc.ca); Hume, David LCRB:EX (David.Hume@gov.bc.ca)

**Cc:** Castillo, Billy R PSSG:EX (Billy.Castillo@gov.bc.ca); Sraw, Kam PSSG:EX (Kam.Sraw@gov.bc.ca)

**Subject:** Jessica McDonald - CMSB Documentation

**Sent:** 07/21/2023 21:52:11

**Attachments:** Re: Statement of Work for Strategic Implementation Advisor.msg, RE: Surrey Police Service Strategic Advisor - Insurance Consult.msg, image001.jpg, McDonald contract checklist.docx

**Message Body:**

Attaching CMSB documentation for whoever is ultimately managing the contract file.

- LSB approval to use GSA with contract valued over \$250k
- RMB approval to waive everything but provision 4 in Schedule D
- policy checklist I was using to track required policy activities leading up to award.

PIA consult outstanding but I just had a meeting with the privacy group. I will provide their written PIA confirmation once received.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

**p:** 778-698-8205 | **e:** Evan.Ruffell@gov.bc.ca

**Questions or concerns about procurement? Contact [JAGProcurementSupport@gov.bc.ca](mailto:JAGProcurementSupport@gov.bc.ca) to reach a group of AG and PSSG procurement experts.**

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Withheld pursuant to/removed as

s.14

## **Statement of Work for Services Required by the Strategic Implementation Advisor for the Surrey Policing Transition**

The main requirements of the role of Strategic Implementation Advisor are to:

- Facilitate Council, the Surrey Police Service (SPS), the SPS Board, Public Safety Canada and the RCMP meet their responsibilities to fulfil the Minister's direction that the Surrey Police Service become the ongoing police service for Surrey.
- Reset the relationship between the parties in the transition, and manage the conflicts that already exist in the transition process in such a way that the SPS both feels support and is supported in meeting their mission.
- For clarity, this role is administrative. In no way is it meant to direct police work or be privy to investigative decisions.

Key deliverables include:

- Co-development of a terms of reference for the remainder of the transition effort with all the parties, that will be recommended to the Director of Police Services.
- Ensure prescribed reports to the Director of Police Services are timely, accurate, and are supported by strategic advice that supports positive results.
- High level work plans that have the confidence of the parties and senior levels of government.
- When authorized, be a spokesperson to media on the transition.
- Briefings for the Solicitor General and senior staff as required.
- Ultimately, a stable police service for Surrey.

Key services required:

- Strategic planning services
- Conflict management services
- Facilitation services
- Confidential strategic advice to the Director of Police Services, the Deputy Minister and Minister of Public Safety and Solicitor General.
- Other services as requested by the Director of Police Services.

Term and value of the agreement

- The term for this agreement will be two years and will not exceed \$<sup>17</sup> with an option to extend with agreement between the contractor and the Director of Police Services.
- The contractor will charge a daily rate of \$<sup>17</sup> per hour, not including travel expenses or other expenses as approved by the Director of Police Services.

**From:** Nelson, Darren FIN:EX (Darren.Nelson@gov.bc.ca)  
**To:** Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca)  
**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult  
**Sent:** 07/20/2023 19:32:24  
**Attachments:** image001.jpg  
**Message Body:**

Hi Evan

Thank you for taking the time for a call on this, it helps to clarify quickly the intent of what we are trying to capture.

I would also agree that the scope of risk associated with the services to be provided by the contractor in this instance would arguably be classified as very low and unlikely to trigger a commercial general liability policy. Even if services are delivered in person, it is unlikely that the contractor would cause property damage/bodily injury due to the nature of the work.

With respect to professional liability, as noted in our conversation if the deliverables/recommendations are subjected to vetting before implementation by the province and the Director of Police Services, the professional liability exposure is alleviated.

It should also be noted, regardless of what insurance the contractor has in place, their indemnity obligations will apply. So, if they do not have insurance and cause a claim they will have to pay directly out of pocket. As such your organization can opt to do one of either option at your discretion from RMB perspective.

1. Imposed low insurance requirements which should be sufficient for the scope of work as follows
  - Commercial General Liability adjust the limit to \$1,000,000.00
  - Insert Professional Liability language also with a requirement of \$1,000,000.00. sample language below

*Professional Liability in an amount not less than \$1,000,000.00 per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.*

2. Waive specific insurance requirements from Schedule D by removing provisions 1, 2, & 3 but retaining provision 4 which places the onus on the contractor to obtain insurance they are required to by law or at their discretion to address their perceived risk.

I believe you could safely go with either option, I know for newer contractors like this they tend to not have commercial policies in place as it is cost prohibitive. I hope this helps, please feel free to reach out if you have any additional questions.

Kind Regards,

Darren Nelson ACIP CRM  
Senior Risk Management Consultant  
Risk Management Branch and Government Security Office  
Ministry of Finance ? Provincial Treasury  
Phone: 778 698-5746 | Mobile: 250 415-5739 | Fax: 250 356-6222

Learning and information for government Employees: RMB & GSO Intranet | RM 100: Everyone is a Risk Manager | CGC Risk Notes

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*It should be clearly understood that the information contained within is not legal advice and is provided for guidance from a risk management perspective only. It is not intended as a comprehensive or exhaustive review of the law and readers are advised to seek independent legal advice where appropriate.*

**From:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 12:13 PM  
**To:** Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>  
**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult

Good day Darren,

As per our call a couple minutes ago, please find attached the SOW for this project. Services are high profile but likely low risk from an insurance perspective. Consultant may not have extensive coverage already in place. Looking for any options RMB can outline around Schedule D and any questions you may have for the end client (PSB) to further inform the insurance.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: [Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)

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**From:** Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 11:47 AM  
**To:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Subject:** FW: Surrey Police Service Strategic Advisor - Insurance Consult  
**Importance:** High

Hi Evan,

Do you have a few minutes available for a call on this item?

Kind Regards,

Darren Nelson ACIP CRM  
Senior Risk Management Consultant  
Risk Management Branch and Government Security Office  
Ministry of Finance ? Provincial Treasury  
Phone: 778 698-5746 | Mobile: 250 415-5739 | Fax: 250 356-6222

Learning and information for government Employees: [RMB & GSO Intranet](#) | [RM 100: Everyone is a Risk Manager](#) | [CGC Risk Notes](#)

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**From:** FIN PT RMB CGC Shared Mailbox FIN:EX <[cgcc@gov.bc.ca](mailto:cgcc@gov.bc.ca)>  
**Sent:** Thursday, July 20, 2023 11:41 AM  
**To:** Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>

**Cc:** FIN PT RMB CGC Shared Mailbox FIN:EX <[cgc@gov.bc.ca](mailto:cgc@gov.bc.ca)>

**Subject:** FW: Surrey Police Service Strategic Advisor - Insurance Consult

**Importance:** High

Darren, Please respond to this asap. This was in the news yesterday, re Jessica MacDonald.

Thanks. -T

**From:** Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>

**Sent:** Thursday, July 20, 2023 11:39 AM

**To:** FIN PT RMB CGC Shared Mailbox FIN:EX <[cgc@gov.bc.ca](mailto:cgc@gov.bc.ca)>

**Subject:** Surrey Police Service Strategic Advisor - Insurance Consult

**Importance:** High

Good day,

We are trying to rush finalize a high profile contract that was announced by the Public Safety Minister yesterday. Looking for a quick consult regarding insurance requirements. Whoever is available, please call as soon as possible. Thank you!

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: [Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)

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**From:** Hoadley, David AG:EX (David.Hoadley@gov.bc.ca)  
**To:** Hume, David LCRB:EX (David.Hume@gov.bc.ca); Castillo, Billy R PSSG:EX (Billy.Castillo@gov.bc.ca); Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca)  
**Cc:** Lewis, Glen PSSG:EX (Glen.Lewis@gov.bc.ca)  
**Subject:** RE: Checking in on Jessica McDonald contract timelines  
**Sent:** 07/21/2023 20:04:15  
**Message Body:**

The Contract Approval Request has been approved by the Deputy. We're almost there. The final step is for the contract to be finalized and signed off by Glen and Jessica.

Thanks All!

**From:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Sent:** Friday, July 21, 2023 10:41 AM  
**To:** Castillo, Billy R PSSG:EX <Billy.Castillo@gov.bc.ca>; Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>; Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>; Sraw, Kam PSSG:EX <Kam.Sraw@gov.bc.ca>  
**Cc:** Lewis, Glen PSSG:EX <Glen.Lewis@gov.bc.ca>  
**Subject:** RE: Checking in on Jessica McDonald contract timelines

Hi?Glen is talking to Jessica in 20 minutes and will ask then.

D.

**From:** Castillo, Billy R PSSG:EX <Billy.Castillo@gov.bc.ca>  
**Sent:** Friday, July 21, 2023 10:22 AM  
**To:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>; Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>; Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>; Sraw, Kam PSSG:EX <Kam.Sraw@gov.bc.ca>  
**Cc:** Lewis, Glen PSSG:EX <Glen.Lewis@gov.bc.ca>  
**Subject:** RE: Checking in on Jessica McDonald contract timelines

Hi David,

Yes, we have the information and will be sending the CAR up through E-Apps right away for DM approval.

One piece of information that is missing for the Contract is Jessica?s address, do we have that?

Thanks  
Billy

**From:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Sent:** Friday, July 21, 2023 9:45 AM  
**To:** Lewis, Glen PSSG:EX <Glen.Lewis@gov.bc.ca>; Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>; Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>; Sraw, Kam PSSG:EX <Kam.Sraw@gov.bc.ca>; Castillo, Billy R PSSG:EX <Billy.Castillo@gov.bc.ca>  
**Subject:** Checking in on Jessica McDonald contract timelines

Hi all,

Wanted to send a rally up email to see about estimates for shipping a contract to Jessica. Our aim is to get this done today or Monday at the latest.

One item I?m not sure I passed along properly is Jessica?s consulting business name: Jessica L. McDonald Inc.

I know Kam was on it yesterday, and I think the baton has been passed to you Billy, if I have that right?

Thanks all for the teamwork on this!

David

David Hume  
Assistant Deputy Minister and General Manager  
Liquor and Cannabis Regulation Branch  
Province of British Columbia | Ministry of Public Safety and Solicitor General  
+1 250 589 9043 | david.hume@gov.bc.ca | @dbhume | he/him/his

**From:** AG Procurement Support AG:EX (JAGProcurementSupport@gov.bc.ca)  
**To:** Lamoureux, Tanya PSSG:EX (Tanya.Lamoureux@gov.bc.ca)  
**Cc:** Castillo, Billy R PSSG:EX (Billy.Castillo@gov.bc.ca); Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca); Sraw, Kam PSSG:EX (Kam.Sraw@gov.bc.ca)  
**Subject:** RE: 78348 - Jessica McDonald CAR  
**Sent:** 07/21/2023 19:41:50  
**Attachments:** image002.png, image003.jpg, 78348 - Jessica L. McDonald Inc.pdf  
**Message Body:**

Hi all,

CAR has been approved.

Thank you,

**Nala King**

Procurement and Contract Analyst  
Corporate Management Services Branch  
Ministries of Attorney General and Public Safety and Solicitor General  
778-405-1581

**From:** Castillo, Billy R PSSG:EX <Billy.Castillo@gov.bc.ca>  
**Sent:** Friday, July 21, 2023 10:55 AM  
**To:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>; Lamoureux, Tanya PSSG:EX <Tanya.Lamoureux@gov.bc.ca>; Sraw, Kam PSSG:EX <Kam.Sraw@gov.bc.ca>  
**Cc:** King, Nala AG:EX <Nala.King@gov.bc.ca>  
**Subject:** RE: 78348 - Jessica McDonald CAR

Sorry.

See attached.

Thanks  
B

**From:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Sent:** Friday, July 21, 2023 10:47 AM  
**To:** Lamoureux, Tanya PSSG:EX <Tanya.Lamoureux@gov.bc.ca>; Castillo, Billy R PSSG:EX <Billy.Castillo@gov.bc.ca>; Sraw, Kam PSSG:EX <Kam.Sraw@gov.bc.ca>  
**Cc:** King, Nala AG:EX <Nala.King@gov.bc.ca>  
**Subject:** 78348 - Jessica McDonald CAR

Can somebody flip me the DAJ which was done up so we can add it to the CAR/eApproval ticket.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: [Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)

**Questions or concerns about procurement? Contact [JAGProcurementSupport@gov.bc.ca](mailto:JAGProcurementSupport@gov.bc.ca) to reach a group of AG and PSSG procurement experts.**

**From:** Sraw, Kam PSSG:EX (Kam.Sraw@gov.bc.ca)  
**To:** Hume, David LCRB:EX (David.Hume@gov.bc.ca); Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca); Castillo, Billy R PSSG:EX (Billy.Castillo@gov.bc.ca)  
**Cc:** Hoadley, David AG:EX (David.Hoadley@gov.bc.ca); Lewis, Glen PSSG:EX (Glen.Lewis@gov.bc.ca)  
**Subject:** Re: Surrey Police Service Strategic Advisor - Draft Contract  
**Sent:** 07/21/2023 00:44:32  
**Attachments:** image001.jpg, image001.jpg  
**Message Body:**

Hello:

Review is pending on our end.

Will manage details for tomorrow including CAR and DAJ.

Kam

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**From:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 4:41:29 PM  
**To:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>; Sraw, Kam PSSG:EX <Kam.Sraw@gov.bc.ca>  
**Cc:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>; Lewis, Glen PSSG:EX <Glen.Lewis@gov.bc.ca>  
**Subject:** Re: Surrey Police Service Strategic Advisor - Draft Contract

Thanks, Evan. Kam are you good to manage these details for tomorrow?

Copying Glen for his awareness.

Thanks,

David

David Hume  
250-589-9043

---

**From:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 3:33:02 PM  
**To:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>; Sraw, Kam PSSG:EX <Kam.Sraw@gov.bc.ca>  
**Cc:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>  
**Subject:** Surrey Police Service Strategic Advisor - Draft Contract

Good day,

Please find attached my drafting of the Jessica McDonald Strategic Implementation Advisor Agreement. This is about as far as CMSB Procurement can take it before operational decisions need to be made. Hopefully, this helps speed up the process. Outstanding items have comments or have been highlight in yellow to be completed by branch.

- This should not be finalized or signed before the DM approves the CAR.
- Schedule E and Schedule G are both still contained in the agreement.

- Schedule E applies if Agreement involves "personal information" (as defined in the Freedom of Information and Protection of Privacy Act) or, if it does involve personal information, the Province will not own or control that personal information. Given that the services focus more on strategic planning and facilitation, I'm not sure where personal information would enter the equation but I'm only going off the SOW. Ultimately, the MPO (Kimberly Yanick) or the operational experts would be the best person to provide judgement. I have an email out to the Ministry Privacy Group looking for consult about this and PIA confirmation but have not received a response back yet.
- I have left Schedule G in as it applies when "the Contractor will be required under this Agreement to treat any information as confidential." Given that the services describe "providing confidential strategic advice" I think it is safe to say this Schedule applies.

I've been using a contract management checklist to track other activities from today. I'll provide the full checklist and applicable documentation once the approved CAR is in place. In the meantime, below are some procurement policy action items that have been handled/progressed today for reference.

PLAN	Date	Yes	No	N/A	Comments
<ul style="list-style-type: none"> <li>· Undertake risk management analysis and identify insurance requirements - see <b>Insurance Matrix</b> <ul style="list-style-type: none"> <li>○ RMB/CMSB should be engaged if more or less insurance is required</li> </ul> </li> </ul>	2023-07-20	✓	<input type="checkbox"/>	<input type="checkbox"/>	Engaged RMB who laid out acceptable insurance options.
<ul style="list-style-type: none"> <li>· Contract Approval Request - if required <ul style="list-style-type: none"> <li>· Direct Award Justification</li> </ul> </li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Branch made decision, drafted into GSA. Vendor made aware of risk. Complete. Sent draft CAR to PSB. DAJ and financial coding still required.
<ul style="list-style-type: none"> <li>· Engage with the ministry of Citizen's Services for any service contracts that have the potential to exceed \$250k. <ul style="list-style-type: none"> <li>· Access the CITZ SharePoint, go to the applicable ministry page, and fill out a new excel line with the relevant project information.</li> </ul> </li> </ul>	2023-07-20	✓			Reviewed PSB completed CAR/DAJ. Minor comments on DAJ, sent back for PSB to finalize and begin approval process. Completed forecasting CITZ requirement. Complete
<ul style="list-style-type: none"> <li>· Privacy Impact Assessments</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sent request to Privacy Group requesting consult. My assumption would be that Surrey transition not being a new

- Seek legal advice from Legal Services Branch or internal legal counsel for any changes to approved contract templates, use of an alternate contract template, or using the GSA for purchases over \$250k

2023-07-20

✓

project is definitely covered. However, I'd prefer to have documentation to provide PSB for their contract file. No response from MPO yet. Cleared GSA usage with LSB. Complete

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: [Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)

**Questions or concerns about procurement? Contact [JAGProcurementSupport@gov.bc.ca](mailto:JAGProcurementSupport@gov.bc.ca) to reach a group of AG and PSSG procurement experts.**

**From:** Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca)  
**To:** Sraw, Kam PSSG:EX (Kam.Sraw@gov.bc.ca)  
**Subject:** RE: CAR DAJ for review  
**Sent:** 07/20/2023 22:27:54  
**Attachments:** image001.jpg, Jessica McDonald DAJ.docx, Jessica McDonald CAR.docx  
**Message Body:**

Slight notes on the DAJ, otherwise looks good to me.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: Evan.Ruffell@gov.bc.ca

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**From:** Sraw, Kam PSSG:EX <Kam.Sraw@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 3:02 PM  
**To:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Subject:** CAR DAJ for review

Hey Evan:

Attaching for your review.

Next ? I will get Billy to review and then if its all good send it up the chain for approvals.

Thx  
K

**From:** Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca)  
**To:** Hume, David LCRB:EX (David.Hume@gov.bc.ca); Hoadley, David AG:EX (David.Hoadley@gov.bc.ca)  
**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult  
**Sent:** 07/20/2023 22:07:38  
**Attachments:** image001.jpg  
**Message Body:**

I'll make the adjustment, finish reviewing the CAR/DAJ Kam just sent me, and then send back a full update with everything.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: Evan.Ruffell@gov.bc.ca

**Questions or concerns about procurement? Contact [JAGProcurementSupport@gov.bc.ca](mailto:JAGProcurementSupport@gov.bc.ca) to reach a group of AG and PSSG procurement experts.**

**From:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 3:03 PM  
**To:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>; Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Subject:** Re: Surrey Police Service Strategic Advisor - Insurance Consult

Yes I checked in with her and she is good with the approach. So let's go ahead with it.

Thanks,

D.

David Hume  
250-589-9043

---

**From:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 2:59:13 PM  
**To:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>; Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult

Hi David,

If Jessica decides not to buy insurance, please let her know that given province's indemnity provisions, if she does not have insurance and causes a claim, then she will have to pay directly out of pocket.

Instead of waiving insurance requirements, the contract would state:

*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.*

That wording puts the onus on her. Then Jessica can choose not to buy insurance. I understand her choice not to buy insurance, given the work that we are asking her to do, the risk that her actions would trigger a claim seems very low, but perhaps not zero.

**From:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 2:40 PM  
**To:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Cc:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>  
**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult



Okay, Jessica tells me on previous work we have waived the insurance requirement, which I'm fine with if she is. Will follow up with her.

The caution here is that the decisions are Glen's not mine, so we will need his final ok.

D.

**From:** Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>  
**Sent:** Thursday, July 20, 2023 2:35 PM  
**To:** Hume, David LCRB:EX <[David.Hume@gov.bc.ca](mailto:David.Hume@gov.bc.ca)>  
**Cc:** Hoadley, David AG:EX <[David.Hoadley@gov.bc.ca](mailto:David.Hoadley@gov.bc.ca)>  
**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult

Hi David,

Unfortunately, as a procurement advisor I really can't say. My group doesn't have a deep understand of the operational needs or insurance risks. However, when I was reaching out to see what insurance options Risk Management Branch would accept, I was put in contact with Darren Nelson. He was extremely responsive and helpful laying out RMB's position. It may be worth reaching out to him to discuss any concerns and how they relate to the operational/political considerations of the contract.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: [Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)

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**From:** Hume, David LCRB:EX <[David.Hume@gov.bc.ca](mailto:David.Hume@gov.bc.ca)>  
**Sent:** Thursday, July 20, 2023 2:30 PM  
**To:** Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>  
**Cc:** Hoadley, David AG:EX <[David.Hoadley@gov.bc.ca](mailto:David.Hoadley@gov.bc.ca)>  
**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult

Okay I have asked Jessica about insurance. Do you both have a recommendation about which way to go on this?

Thanks,

D.

**From:** Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>  
**Sent:** Thursday, July 20, 2023 1:27 PM  
**To:** Hume, David LCRB:EX <[David.Hume@gov.bc.ca](mailto:David.Hume@gov.bc.ca)>  
**Cc:** Hoadley, David AG:EX <[David.Hoadley@gov.bc.ca](mailto:David.Hoadley@gov.bc.ca)>  
**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult

I think it's a question that needs to be worked out together. She should definitely be consulted on it given the risk she assumes with waiving all insurance requirements. Also, maybe she already has insurance in place and none of this is a concern. However, part of the question is also what level of risk are you okay with and are recommendations subjected to vetting before implementation? Those are really only questions the Province/responsible branch can answer.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |

p: 778-698-8205 | e: [Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)

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**From:** Hume, David LCRB:EX <[David.Hume@gov.bc.ca](mailto:David.Hume@gov.bc.ca)>  
**Sent:** Thursday, July 20, 2023 1:23 PM  
**To:** Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>  
**Cc:** Hoadley, David AG:EX <[David.Hoadley@gov.bc.ca](mailto:David.Hoadley@gov.bc.ca)>  
**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult

Evan?is this a question that's best answered by the contractor? Happy to ask if so.

D.

**From:** Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>  
**Sent:** Thursday, July 20, 2023 1:12 PM  
**To:** Hume, David LCRB:EX <[David.Hume@gov.bc.ca](mailto:David.Hume@gov.bc.ca)>  
**Cc:** Hoadley, David AG:EX <[David.Hoadley@gov.bc.ca](mailto:David.Hoadley@gov.bc.ca)>  
**Subject:** FW: Surrey Police Service Strategic Advisor - Insurance Consult

Good day David,

Looking to confirm how you would like to approach Schedule D ? Insurance in the contract.

#### Commercial General Liability (CGL)

- RMB has confirmed the total could be decreased from the standard \$2,000,000.00 to \$1,000,000.00. This would decrease the cost to the vendor.
- CGL is standard on Provincial GSAs. However:
  - RMB notes that the scope of risk associated with the services to be provided by the contractor in this instance would arguably be classified as very low and unlikely to trigger a commercial general liability policy. Even if services are delivered in person, it is unlikely that the contractor would cause property damage/bodily injury due to the nature of the work.
  - Even if the vendor has no insurance, their indemnity obligations will apply. So, if they do not have insurance and cause a claim they will have to pay directly out of pocket.
  - If vendor is new to consulting, as seems to be the case, it's likely they do not have this standard insurance in place.

#### Professional Liability

- This insurance is designed to protect the Province against damages that arise out of errors, omissions or negligent acts of the Contractor. Basically, any time we are getting a professional to provide input, and we are going to act on that input, and the Province could potentially suffer financial harm acting on their recommendations, then this insurance should probably apply. It is common for Architects, Engineers, Construction and Project Managers, Quantity Surveyors, ect
- RMB notes that if the deliverables/recommendations are subjected to vetting before implementation by the province and the Director of Police Services, the professional liability exposure is alleviated.?

#### Full waiving

- Final option is to fully remove everything but provision 4 (copied below). This places the onus on the contractor to obtain insurance they are required to by law or at their discretion to address their perceived risk. Their indemnity obligations mean that if they do not have insurance and cause a claim they will have to pay directly out of pocket. The contractor should be made aware of this risk if this option is used.
  - *Provision 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.*

Let me know how you would like to proceed and I will make sure everything with RMB is properly documented and write it into the contract.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: [Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)

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**From:** Nelson, Darren FIN:EX <[Darren.Nelson@gov.bc.ca](mailto:Darren.Nelson@gov.bc.ca)>

**Sent:** Thursday, July 20, 2023 12:32 PM

**To:** Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>

**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult

Hi Evan

Thank you for taking the time for a call on this, it helps to clarify quickly the intent of what we are trying to capture.

I would also agree that the scope of risk associated with the services to be provided by the contractor in this instance would arguably be classified as very low and unlikely to trigger a commercial general liability policy. Even if services are delivered in person, it is unlikely that the contractor would cause property damage/bodily injury due to the nature of the work.

With respect to professional liability, as noted in our conversation if the deliverables/recommendations are subjected to vetting before implementation by the province and the Director of Police Services, the professional liability exposure is alleviated.

It should also be noted, regardless of what insurance the contractor has in place, their indemnity obligations will apply. So, if they do not have insurance and cause a claim they will have to pay directly out of pocket. As such your organization can opt to do one of either option at your discretion from RMB perspective.

1. Imposed low insurance requirements which should be sufficient for the scope of work as follows
  - Commercial General Liability adjust the limit to \$1,000,000.00
  - Insert Professional Liability language also with a requirement of \$1,000,000.00. sample language below

*Professional Liability in an amount not less than \$1,000,000.00 per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.*

2. Waive specific insurance requirements from Schedule D by removing provisions 1, 2, & 3 but retaining provision 4 which places the onus on the contractor to obtain insurance they are required to by law or at their discretion to address their perceived risk.

I believe you could safely go with either option, I know for newer contractors like this they tend to not have commercial policies in place as it is cost prohibitive. I hope this helps, please feel free to reach out if you have any additional questions.

Kind Regards,

Darren Nelson ACIP CRM  
Senior Risk Management Consultant  
Risk Management Branch and Government Security Office

Learning and information for government Employees: RMB & GSO Intranet | RM 100: Everyone is a Risk Manager |  
CGC Risk Notes

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*It should be clearly understood that the information contained within is not legal advice and is provided for guidance from a risk management perspective only. It is not intended as a comprehensive or exhaustive review of the law and readers are advised to seek independent legal advice where appropriate.*

**From:** Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>  
**Sent:** Thursday, July 20, 2023 12:13 PM  
**To:** Nelson, Darren FIN:EX <[Darren.Nelson@gov.bc.ca](mailto:Darren.Nelson@gov.bc.ca)>  
**Subject:** RE: Surrey Police Service Strategic Advisor - Insurance Consult

Good day Darren,

As per our call a couple minutes ago, please find attached the SOW for this project. Services are high profile but likely low risk from an insurance perspective. Consultant may not have extensive coverage already in place. Looking for any options RMB can outline around Schedule D and any questions you may have for the end client (PSB) to further inform the insurance.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: [Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)

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**From:** Nelson, Darren FIN:EX <[Darren.Nelson@gov.bc.ca](mailto:Darren.Nelson@gov.bc.ca)>  
**Sent:** Thursday, July 20, 2023 11:47 AM  
**To:** Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>  
**Subject:** FW: Surrey Police Service Strategic Advisor - Insurance Consult  
**Importance:** High

Hi Evan,

Do you have a few minutes available for a call on this item?

Kind Regards,

Darren Nelson ACIP CRM  
Senior Risk Management Consultant  
Risk Management Branch and Government Security Office  
Ministry of Finance ? Provincial Treasury  
Phone: 778 698-5746 | Mobile: 250 415-5739 | Fax: 250 356-6222

Learning and information for government Employees: RMB & GSO Intranet | RM 100: Everyone is a Risk Manager |  
CGC Risk Notes

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*It should be clearly understood that the information contained within is not legal advice and is provided for guidance from a risk management perspective only. It is not intended as a comprehensive or exhaustive review of the law and readers are advised to seek independent legal advice where appropriate.*

**From:** FIN PT RMB CGC Shared Mailbox FIN:EX <[cgc@gov.bc.ca](mailto:cgc@gov.bc.ca)>  
**Sent:** Thursday, July 20, 2023 11:41 AM  
**To:** Nelson, Darren FIN:EX <[Darren.Nelson@gov.bc.ca](mailto:Darren.Nelson@gov.bc.ca)>  
**Cc:** FIN PT RMB CGC Shared Mailbox FIN:EX <[cgc@gov.bc.ca](mailto:cgc@gov.bc.ca)>  
**Subject:** FW: Surrey Police Service Strategic Advisor - Insurance Consult  
**Importance:** High

Darren, Please respond to this asap. This was in the news yesterday, re Jessica MacDonald.

Thanks. -T

**From:** Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>  
**Sent:** Thursday, July 20, 2023 11:39 AM  
**To:** FIN PT RMB CGC Shared Mailbox FIN:EX <[cgc@gov.bc.ca](mailto:cgc@gov.bc.ca)>  
**Subject:** Surrey Police Service Strategic Advisor - Insurance Consult  
**Importance:** High

Good day,

We are trying to rush finalize a high profile contract that was announced by the Public Safety Minister yesterday. Looking for a quick consult regarding insurance requirements. Whoever is available, please call as soon as possible. Thank you!

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: [Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)

**Questions or concerns about procurement? Contact [JAGProcurementSupport@gov.bc.ca](mailto:JAGProcurementSupport@gov.bc.ca) to reach a group of AG and PSSG procurement experts.**

**From:** Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca)

**To:** Sraw, Kam PSSG:EX (Kam.Sraw@gov.bc.ca); Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca)

**Subject:** Conversation with Sraw, Kam PSSG:EX

**Sent:** 07/20/2023 19:43:58

**Message Body:**

Ruffell, Evan AG:EX 12:09 PM:

Hi Sam, just reaching out to say if you need any help on the Jessica CAR please feel free to give me a call, even if my Skype says Do Not Disturb

Sraw, Kam PSSG:EX 12:38 PM:

Hey Evan. Appreciate it. At the moment I have no info provided. Billy is @ green Timbers.

Sraw, Kam PSSG:EX 12:38 PM:

FYI - I am off tomorrow. Just headed back to the office shortly.

Ruffell, Evan AG:EX 12:40 PM:

okay thanks

Ruffell, Evan AG:EX 12:41 PM:

Separate question, have you looked into if a PIA covers this at all. I was going to engage the MPO quickly but I'll avoid it if you guys have already covered that

Sraw, Kam PSSG:EX 12:41 PM:

Billy mentioned that last he heard David Hume and David Hoadly were working on it

Sraw, Kam PSSG:EX 12:42 PM:

No idea - we haven't been a part of any of the contract discussions. Last I spoke to Glen they were still figuring out the details

Ruffell, Evan AG:EX 12:42 PM:

On the CAR? No was in a meeting with them at 11 and it seemed like the expectation was PSB was drafting the CAR. I'm currently writing the contract

Sraw, Kam PSSG:EX 12:42 PM:

Be in touch if needed

Sraw, Kam PSSG:EX 12:42 PM:

Ok, good info and thanks

**From:** Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca)  
**To:** Hoadley, David AG:EX (David.Hoadley@gov.bc.ca)  
**Subject:** RE: Statement of Work for Strategic Implementation Advisor  
**Sent:** 07/20/2023 17:05:26  
**Attachments:** image001.jpg  
**Message Body:**

I would say it should absolutely be signed off before the contract is. Signing the contract first basically means you've committed the Province regardless of what the DM has to say. Not a great look, especially for something like this.

Nobody has reached out to me but we'll see what happens at the meeting this morning.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

p: 778-698-8205 | e: Evan.Ruffell@gov.bc.ca

**Questions or concerns about procurement? Contact [JAGProcurementSupport@gov.bc.ca](mailto:JAGProcurementSupport@gov.bc.ca) to reach a group of AG and PSSG procurement experts.**

**From:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 9:08 AM  
**To:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Subject:** RE: Statement of Work for Strategic Implementation Advisor

Hi Evan,

Given that the goal is to have the contract signed tomorrow or Monday, we should also aim to have the CAR completed and signed off by the Deputy by then.

Thanks!

**From:** Lewis, Glen PSSG:EX <Glen.Lewis@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 9:05 AM  
**To:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>; Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Cc:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Subject:** Re: Statement of Work for Strategic Implementation Advisor

I can check with Billy in my shop

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**From:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 9:00:18 AM  
**To:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Cc:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>; Lewis, Glen PSSG:EX <Glen.Lewis@gov.bc.ca>  
**Subject:** RE: Statement of Work for Strategic Implementation Advisor

Hi David,

Is there anyone in your office or PSB's that we should work with in completing the Contract Approval Request form?

Thanks,

**From:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Sent:** Wednesday, July 19, 2023 4:37 PM

**To:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>; Lewis, Glen PSSG:EX <Glen.Lewis@gov.bc.ca>  
**Cc:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Subject:** Re: Statement of Work for Strategic Implementation Advisor

That makes sense to me, David.

David Hume  
250-589-9043

---

**From:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>  
**Sent:** Wednesday, July 19, 2023 4:27:35 PM  
**To:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>; Lewis, Glen PSSG:EX <Glen.Lewis@gov.bc.ca>  
**Cc:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Subject:** RE: Statement of Work for Strategic Implementation Advisor

Hi David,

Generally, the Statement of Work looks good. But <sup>s.17</sup> over the 2 year term is not enough. <sup>s.17</sup>  
<sup>s.17</sup> That is the equivalent of just less than 2 days a week plus 4 weeks of  
vacation per year. Is that enough hours? I suggest increasing it to at least <sup>s.17</sup> I think that I  
mentioned <sup>s.17</sup> yesterday when we talked, but I meant per year.

**From:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Sent:** Wednesday, July 19, 2023 4:09 PM  
**To:** Lewis, Glen PSSG:EX <Glen.Lewis@gov.bc.ca>; Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>  
**Cc:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>; Butterfield, Nicole LCRB:EX <Nicole.Butterfield@gov.bc.ca>;  
Sawatsky, Kim LCRB:EX <Kim.Sawatsky@gov.bc.ca>  
**Subject:** RE: Statement of Work for Strategic Implementation Advisor

Got a message that this file wasn't available as a link so am resending. Apologies!

**From:** Hume, David LCRB:EX  
**Sent:** Wednesday, July 19, 2023 4:04 PM  
**To:** Lewis, Glen PSSG:EX <Glen.Lewis@gov.bc.ca>; Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>  
**Cc:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>; Butterfield, Nicole LCRB:EX <Nicole.Butterfield@gov.bc.ca>;  
Sawatsky, Kim LCRB:EX <Kim.Sawatsky@gov.bc.ca>  
**Subject:** Statement of Work for Strategic Implementation Advisor

Gents?first, well done today Glen on the big announcement.

Second, Doug gave me a call and asked me when we'll have signatures on paper for Jessica McDonald's contract. I said that my goal is Friday or Monday. I understand Mayor Locke has requested a meeting with both MMF and Jessica for early next week and we want to make sure she can fully participate in those discussions.

To that end, I'm sharing the first draft of the statement of work that I passed to Glen for his review that will still need his edits and blessing. To expedite things, I'm also including Evan Ruffell from David Hoadley's team who is expert in getting these things done from a contract/procurement perspective.

To help us run together, I'm going to call a meeting for tomorrow morning to game out what we need to do to get to done in as smooth a way as possible.

Kim and Nicole?could you please look after getting a time in calendars?

Many thanks,

David

David Hume  
Assistant Deputy Minister and General Manager  
Liquor and Cannabis Regulation Branch  
Province of British Columbia | Ministry of Public Safety and Solicitor General  
+1 250 589 9043 | david.hume@gov.bc.ca | @dbhume | he/him/his



**From:** Hoadley, David AG:EX (David.Hoadley@gov.bc.ca)  
**To:** Ruffell, Evan AG:EX (Evan.Ruffell@gov.bc.ca); Hume, David LCRB:EX (David.Hume@gov.bc.ca)  
**Subject:** Re: Consultant Contract Negotiation and Rate Assessment  
**Sent:** 07/18/2023 23:57:40  
**Attachments:** image001.jpg, image001.jpg  
**Message Body:**

Thanks Evan! Good analysis!

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---

**From:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Sent:** Tuesday, July 18, 2023 4:51:45 PM  
**To:** Hoadley, David AG:EX <David.Hoadley@gov.bc.ca>; Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Subject:** Consultant Contract Negotiation and Rate Assessment

Good day,

Following a review of our records, benchmarking against rates in comparable high-level or niche consulting contracts, and consulting with experienced procurement colleagues, I have consolidated some insights that may help support decision-making process for the proposed contract. While our team provides support in procurement processes, I'd like to stress that the final determination of what constitutes acceptable value within budget rests with you as the buyer.

Notably, the proposed rate of <sup>s.17</sup> per hour (equivalent to <sup>s.17</sup> per 8-hour day) is potentially reasonable for high-level consulting. However, it is likely advisable for the Province to negotiate for a lower rate. For your reference, below are examples of rates for similar high-level or niche consulting contracts:

. s.17

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.

.

Generally, the rate for highly skilled, experienced consultants for niche services tends to range from \$200 to \$300 per hour. However, for world-renowned experts or extremely niche areas, we may expect rates from \$350 to \$500 per hour. We understand that the potential vendor you're considering is relatively new to the consulting field, despite their extensive experience in public services. This factor should be considered during negotiations to determine a fair rate. Additionally, please be aware that the consultant's rate will be publicly released as there's a high probability of receiving a Freedom of Information (FOI) request regarding this. Hence, accepting the proposed rate without negotiations may not be perceived favorably. It's also worth noting that we have leverage in negotiations as we must justify the contract cost in public announcements.

Additional points to consider:

- If the potential contractor recently left government service, it's usually required that they have been independent for at least a year. Otherwise, a decision to waive this rule should be recorded and approved by the DM.
- If the vendor is new to this area of consulting, it's important to inform them that they might need Professional Liability Insurance, which could cost between \$5k - \$10k.
- The dollar values listed above are considered competitive data and can not be shared with the potential contractor in any way during negotiations.
- Lastly, I would recommend structuring the contract based on an hourly rate or daily rate for an 8-hour workday to prevent overcharging.

I trust this information will guide you in making informed decisions about this engagement. Should you need any further assistance, please don't hesitate to reach out.

Regards,

**Evan Ruffell** | A/Manager, Procurement & Financial Operations | Corporate Management Services Branch |  
Ministry of Attorney General/Ministry of Public Safety and Solicitor General  
Ministry of Housing/Ministry of Emergency Management and Climate Readiness

**p:** 778-698-8205 | **e:** [Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)

**Questions or concerns about procurement? Contact [JAGProcurementSupport@gov.bc.ca](mailto:JAGProcurementSupport@gov.bc.ca) to reach a group of AG and PSSG procurement experts.**

**From:** Castillo, Billy R PSSG:EX (Billy.Castillo@gov.bc.ca)  
**To:** Lewis, Glen PSSG:EX (Glen.Lewis@gov.bc.ca); Hoadley, David AG:EX (David.Hoadley@gov.bc.ca); Hume, David LCRB:EX (David.Hume@gov.bc.ca)  
**Cc:** Lamoureux, Tanya PSSG:EX (Tanya.Lamoureux@gov.bc.ca)  
**Subject:** Strategic Implementation Advisor Agreement - Final Contract  
**Sent:** 07/21/2023 20:55:27  
**Attachments:** Strategic Implementation Advisor Agreement - Final Contract.docx  
**Message Body:**

Good morning,

Attached is the final Contract ready for Glen's signature and then Jessica's.

I would like to acknowledge that this tight turnaround would be only possible because of the fantastic leadership and support from Evan Ruffell over at procurement services.

Thanks  
Billy

**Billy Castillo**

Executive Director, Finance and Administration  
Policing and Security Branch | Ministry of Public Safety and Solicitor General  
Billy.Castillo@gov.bc.ca | Cel: 250-893-5702 | Tel: 778-974-4718

***A safe, secure, just and resilient British Columbia***

***Acknowledging with respect and gratitude the opportunity to live and work in the traditional territory of the laḱʷəḡən peoples and the Songhees, Esquimalt and WSÁNEĆ peoples whose historical relationships with the land continue to this day.***

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

*Ministry Contract No.: SGPSB2415668-11*

*Requisition No.: \_\_\_\_\_ N/A \_\_\_\_\_*

*Solicitation No.(if applicable): \_\_\_\_\_ N/A \_\_\_\_\_*

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

### ***Contractor Information***

*Supplier Name: Jessica L. McDonald Inc.*

*Supplier No.: \_\_\_\_\_*

*Telephone No.: \_\_\_\_\_*

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

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

### ***Financial Information***

*Client: 010*

*Responsibility Centre: 15668*

*Service Line: 11610*

*STOB: 6001*

*Project: 1500000*

***Template version: September 16, 2022***

***Corporate Contract Template issued by  
OCG under TB Directive 1/23***

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**SCHEDULE A – SERVICES**

- Part 1 - Term**
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**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**

**SCHEDULE H – TAX VERIFICATION**

THIS AGREEMENT is dated for reference the 19<sup>th</sup> day of July, 2023.

BETWEEN:

Jessica L. McDonald Inc. (the "Contractor") with the following specified address:  
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by  
Minister of Public Safety and Solicitor General (the "Province") with the following specified address and  
fax number:  
10<sup>th</sup> Floor – 1001 SDouglas Street, Victoria, BC  
V8W 9J7  
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 or provided 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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

### 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 or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, 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 exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

## **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 loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense 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, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) 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; or
  - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

### 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; 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 determined by arbitration under the *Arbitration Act* and:
    - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
    - (ii) there will be a single arbitrator; and
    - (iii) British Columbia law is the applicable law.

### 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 or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

#### 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 subject to any applicable limitation period prescribed by law, 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.

#### Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

#### Governing law

- 13.22 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 ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p><u>Jessica L. McDonald</u> Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the 21<sup>st</sup> day of July, 2023 on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p><u>Glen Lewis</u> Print Name</p> <p><u>A/Associate Deputy Minister</u> Print Title</p>
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## Schedule A – Services

### **PART 1. TERM:**

1. Subject to section 2 of this Part 1, the term of this Agreement commences on July 24<sup>th</sup>, 2023 and ends on July 24<sup>th</sup>, 2025.
2. The Province may extend the term of this Agreement by one (1) twelve (12) month period by providing 30 days' written notice to the Contractor. The extension of the contract will be under the same terms and conditions as stipulated in the original agreement, unless any modifications are mutually agreed upon in writing by both parties prior to the commencement of the extended period.

### **PART 2. SERVICES:**

The Contractor will serve as the Strategic Implementation Advisor, responsible for facilitating the transition of the Surrey Police Service (SPS) to becoming the ongoing police authority for Surrey. The role entails ensuring that all involved parties, including the Council, SPS, SPS Board, Public Safety Canada, and the RCMP, fulfill their responsibilities in accordance with the Minister's directive.

s.16

s.16 It is important to clarify that this role is solely administrative in nature, and does not involve directing police operations or accessing investigative decisions.

The contractor will provide the following services:

- Collaboratively developing a terms of reference for the remainder of the transition process with all involved parties, to be recommended to the Director of Police Services.
- Providing confidential strategic advice to the Director of Police Services, the Deputy Minister, and Minister of Public Safety and Solicitor General.
- Creating comprehensive work plans that are trusted by all parties and senior government levels.
- Ensuring all required reports to the Director of Police Services are submitted in a timely and accurate manner, and are complemented with strategic advice that bolsters positive results.
- Strategic planning
- Conflict management
- Facilitation
- Providing briefings to the Solicitor General and senior staff as needed.
- Acting as a media spokesperson for transition-related matters, as authorized.
- Delivering other project relevant services as requested by the Director of Police Services.

### **Outputs**

The Contractor must successfully oversee the transition from Surrey RCMP to Surrey Police Service by providing advise to the Director of Police Services.

### **PART 3. RELATED DOCUMENTATION:**

Not applicable

### **PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:

(a) Jessica McDonald

## Schedule B – Fees and Expenses

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

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, <sup>s.17</sup> is the maximum amount, excluding any options to extend, 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:**

**Fees:** at a rate of <sup>s.17</sup> per day (based on a day of 8 hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally at <sup>s.17</sup> per hour.

### **3. EXPENSES:**

#### **Expenses:**

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from her Vancouver home office on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's postage and other identifiable communication expenses;
- c. total for all expenses claimed is not to exceed \$5,000 annually.
- d. Policing and Security Branch is to provide and pay for a cell phone for the contractor.

Excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above to the extent that the Contractor is entitled to claim credits (including GST 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 **Monthly** (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 on each day 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 GST 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 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

**Not Applicable**

## Schedule F – Additional Terms

Not applicable

## Schedule G – Security Schedule

### Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
  - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
  - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
  - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:

- (i) directly access and store Protected Information,
  - (ii) relate to Protected Information or the Province's tenancy activities, or
  - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
  - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

### **Additional obligations**

2. The Contractor must comply with Appendix G1 if attached.

## **PERSONNEL**

### **Confidentiality agreements**

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

### **Personnel security screening**

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
  - (a) verifying their identity and relevant education, professional qualifications and employment history;
  - (b) completing a criminal record check that is updated at least every five years;
  - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
  - (d) performing any additional screening this Agreement or applicable law may require; and
  - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

#### **Personnel information security training**

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

#### **Security contact**

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

#### **Supply chain**

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

### **GENERAL POLICIES AND PRACTICES**

#### **Information security policy**

10. The Contractor must have an information security Policy that is:
  - (a) based on recognized industry standards; and
  - (b) reviewed and updated at least every three years.

#### **Compliance and Standard for Security Controls**

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
  - (a) "Information Security Policy";
  - (b) government wide IM/IT Standards; and
  - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

#### **Contractor security risk assessments**

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

#### **Change control and management**

13. The Contractor must:

- (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
- (b) ensure that adequate testing of any change is completed before the change is put into production.

#### **Backups and restores**

- 14. The Contractor must ensure that:
  - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
  - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
  - (c) frequency and completeness of backups is based on reasonable industry practice.

#### **Business continuity plan and disaster recovery plan**

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

#### **Security Incident Response and Management**

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

### **PROTECTED INFORMATION AND DATA SECURITY**

#### **Encryption**

- 18. The Contractor must ensure that:
  - (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
  - (b) encryption end-to-end is implemented for all Protected Information in transit.

#### **No storage on unencrypted portable media**

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

#### **Encryption standard**

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.



## **Isolation controls and logical isolation of data**

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

## **ACCESS AND AUTHENTICATION**

### **User Identifiers**

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

### **Access**

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
  - (a) verification of access levels;
  - (b) creating and maintaining records of access privileges;
  - (c) audit processes; and
  - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
  - (a) are configured in alignment with industry standards;
  - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
  - (c) automatically lock the applicable account and Systems after failed logon failures;
  - (d) limit the number of concurrent sessions;
  - (e) prevent further access to Systems by initiating a session lock; and
  - (f) provide the capability of disconnecting or disabling remote access to the Systems.

## **Authentication**

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
  - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
  - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
  - (c) store and transmit only encrypted representations of passwords;
  - (d) enforce password minimum and maximum lifetime restrictions;
  - (e) prohibit password reuse;
  - (f) prevent reuse of identifiers; and
  - (g) disable the identifier after ninety days of inactivity.

## **Highly sensitive Protected Information**

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
  - (a) two-factor authentication for access;
  - (b) enhanced logging that logs all accesses;
  - (c) request based access; and
  - (d) no standing access rights.

## **SECURITY EVENT LOGS**

### **Log generation, log retention and monitoring**

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
  - (a) such additional period of time as the Province may instruct; or
  - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

## **PROVINCE PROPERTY**

### **Access to Province facilities, systems or networks**

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
  - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
  - (b) "Information Security Policy";
  - (c) government wide IM/IT Standards; and
  - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
  - (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
  - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
  - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
  - (d) limit or revoke access to any Province systems, facility or device at its discretion.

### **Application development**

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

## **FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY**

### **Physical security**

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
  - (a) hardening of the perimeter of the Facilities;
  - (b) physical separation of public and restricted spaces;
  - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
  - (d) Access Control Systems (ACS) and/or Key Management processes; and
  - (e) visitor and identity management processes – including access logs and identification badges.

### **Separation of production from test environments**

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

### **Systems (including servers) hardening**

47. The Contractor must:
  - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
  - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
  - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
  - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

#### **Perimeter controls (firewall and intrusion prevention system) and network security**

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

#### **Application firewall**

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

#### **Management network**

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

#### **Remote management and secure access gateway**

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

#### **Database security**

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

#### **Device security and antivirus scanning**

54. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

### **VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT**

#### **Proactive management**

55. The Contractor must:

- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
- (b) implement processes to stay current with security threats.

#### **Patching**

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

#### **Vulnerability Scanning**

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:

- (a) with any identified vulnerabilities remedied, before being placed into production; and
- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

#### **Web application vulnerability scanning**

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
- (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
  - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

#### **Antivirus and malware scanning**

62. The Contractor must ensure that all Systems servers:
- (a) have antivirus and malware protection configured, active and enabled at all times;
  - (b) have antivirus and malware definitions updated at least once a day; and
  - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

### **DISPOSALS**

#### **Asset disposal**

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

#### **Asset management**

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

#### **Information destruction and disposal**

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
- (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.

68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

## **NOTICES, INCIDENTS AND INVESTIGATIONS**

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

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

### **E-discovery and legal holds**

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

### **Incidents**

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
  - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

### **Investigations support and security investigations**

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
  - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
  - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and



(d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

#### **Province Security Threat and Risk Assessment ("STRA") support**

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

#### **Notification of changes**

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

#### **Compliance verification**

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
- (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

#### **Notice of non-compliance**

80. 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.

## **MISCELLANEOUS**

### **Interpretation**

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

### **Referenced documents**

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province’s main website at <http://www.gov.bc.ca>, be obtained from the Province’s contact for this Agreement.

### **Survival**

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

**Schedule G – Appendix G1 – Additional Security Obligations**

**Not applicable.**

## Schedule H – Tax Verification Schedule

Not applicable

**From:** Jessica McDonald <sup>s.22</sup>

**To:** Hume, David LCRB:EX (David.Hume@gov.bc.ca)

**Cc:** Scott, Douglas S PSSG:EX (Douglas.S.Scott@gov.bc.ca); Lewis, Glen PSSG:EX (Glen.Lewis@gov.bc.ca)

**Subject:** Re: Confirming your rate

**Sent:** 07/19/2023 00:48:11

**Message Body:**

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi David, yes we are in agreement.

Sincerely,  
Jessica McDonald

*Our working hours may be different. Please don't feel obliged to respond outside of your scheduled working hours.*

On Jul 18, 2023, at 5:28 PM, Hume, David LCRB:EX <David.Hume@gov.bc.ca> wrote:

Hi Jessica,

Further to our discussion this afternoon, I wanted to confirm in writing our agreement that your rate as Special Implementation Advisor will be <sup>s.17</sup> an hour.

Could you please write back confirming your agreement?

Many thanks,

David

David Hume  
250 589 9043

**From:** Sraw, Kam PSSG:EX (Kam.Sraw@gov.bc.ca)  
**To:** Hume, David LCRB:EX (David.Hume@gov.bc.ca)  
**Subject:** RE: Content - CAR & DAJ  
**Sent:** 07/20/2023 21:53:23  
**Attachments:** Jessica McDonald DAJ.docx  
**Message Body:**

Hi David:

Attached is the DAJ. Review for context appreciated.

Thanks,  
Kam

Kam Sraw  
A/ Director, Provincial Policing Agreement  
Policing and Security Branch | Public Safety & Solicitor General  
Tel: 778 698-8654 | kam.sraw@gov.bc.ca

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**From:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 2:21 PM  
**To:** Sraw, Kam PSSG:EX <Kam.Sraw@gov.bc.ca>  
**Cc:** Ruffell, Evan AG:EX <Evan.Ruffell@gov.bc.ca>  
**Subject:** RE: Content - CAR & DAJ

Hi Kam?here?s what I?ve filled in for the CAR.

On the DAJ, it?s bit of a blank canvas. Did you say you an Evan had made a start on something that I could work from?

David

**From:** Sraw, Kam PSSG:EX <Kam.Sraw@gov.bc.ca>  
**Sent:** Thursday, July 20, 2023 2:12 PM  
**To:** Hume, David LCRB:EX <David.Hume@gov.bc.ca>  
**Subject:** Content - CAR & DAJ

Hi David:

As per our conversation can you please assist with CAR/DAJ content.

I have attached the current drafts both Evan and I have been working on. See comments in the relevant sections.

I will need content for the following sections on the CAR:

- Contractor Name:
- Why could staff resources or other ministries in government not fill this need?
- Implications if not approved:

Completion of content for the Direct Award Justification.

Thanks so much.

Kam

**From:** Santolalla, Jacqueline AG:EX (Jacqueline.Santolalla@gov.bc.ca)  
**To:** Lamoureux, Tanya PSSG:EX (Tanya.Lamoureux@gov.bc.ca); Castillo, Billy R PSSG:EX (Billy.Castillo@gov.bc.ca)  
**Cc:** Faykes, Debbie T AG:EX (Debbie.Faykes@gov.bc.ca); Sraw, Kam PSSG:EX (Kam.Sraw@gov.bc.ca)  
**Subject:** RE: Supplier Number - Surrey Advisor  
**Sent:** 07/24/2023 21:16:32  
**Attachments:** image001.png  
**Message Body:**

Hello,

Could you please send a Supplier Request to AG CMSB Supplier Maintenance Requests AG:EX [CMSBSMR@gov.bc.ca](mailto:CMSBSMR@gov.bc.ca) to update the new Address?

Thank you,

Jacqueline Santolalla (She/Her)  
Senior Accounts Payable Clerk  
Corporate Management Services Branch  
Supporting Ministries of Attorney General, Public Safety and Solicitor General, & Housing  
5<sup>th</sup> Floor 910 Government Street, Victoria, B.C. V8W 9J4  
EMAIL: [Jacqueline.Santolalla@gov.bc.ca](mailto:Jacqueline.Santolalla@gov.bc.ca)

**From:** Lamoureux, Tanya PSSG:EX <[Tanya.Lamoureux@gov.bc.ca](mailto:Tanya.Lamoureux@gov.bc.ca)>  
**Sent:** Monday, July 24, 2023 2:10 PM  
**To:** Castillo, Billy R PSSG:EX <[Billy.Castillo@gov.bc.ca](mailto:Billy.Castillo@gov.bc.ca)>; Santolalla, Jacqueline AG:EX <[Jacqueline.Santolalla@gov.bc.ca](mailto:Jacqueline.Santolalla@gov.bc.ca)>  
**Cc:** Faykes, Debbie T AG:EX <[Debbie.Faykes@gov.bc.ca](mailto:Debbie.Faykes@gov.bc.ca)>; Sraw, Kam PSSG:EX <[Kam.Sraw@gov.bc.ca](mailto:Kam.Sraw@gov.bc.ca)>  
**Subject:** RE: Supplier Number - Surrey Advisor

Hello,

The address she gave Glen is correct. The one in the system is very old and no longer valid.

Tanya Lamoureux (she/her)  
Executive Administrative Assistant to ADM Glen Lewis  
Policing and Security Branch | Ministry of Public Safety and Solicitor General  
Phone: 778-974-3561

I would like to acknowledge that the land I am coming to you from on southern Vancouver Island and the south Gulf Islands is located in the traditional territories of the Lək̓ʷəŋən (Esquimalt and Songhees), Malahat, Pacheedaht, Scia'new, T'Sou-ke and WSÁNEĆ (Pauquachin, Tsartlip, Tsawout, Tseycum) peoples. I acknowledge our traditional hosts and honour their welcome and graciousness to those who work, live, and play here.

*This email is from Policing & Security Branch and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you are not the intended recipient and have received this email in error, please notify the sender immediately and delete the email along with any copies you may have. Any unauthorized distribution, copying or disclosure is strictly prohibited.*

**From:** Castillo, Billy R PSSG:EX <[Billy.Castillo@gov.bc.ca](mailto:Billy.Castillo@gov.bc.ca)>  
**Sent:** Monday, July 24, 2023 2:04 PM  
**To:** Lamoureux, Tanya PSSG:EX <[Tanya.Lamoureux@gov.bc.ca](mailto:Tanya.Lamoureux@gov.bc.ca)>; Santolalla, Jacqueline AG:EX <[Jacqueline.Santolalla@gov.bc.ca](mailto:Jacqueline.Santolalla@gov.bc.ca)>  
**Cc:** Faykes, Debbie T AG:EX <[Debbie.Faykes@gov.bc.ca](mailto:Debbie.Faykes@gov.bc.ca)>; Sraw, Kam PSSG:EX <[Kam.Sraw@gov.bc.ca](mailto:Kam.Sraw@gov.bc.ca)>  
**Subject:** RE: Supplier Number - Surrey Advisor

Hi Tanya,

Can you please confirm Jessica McDonald's address: s.22

This is

the address she provided Glen when they last spoke, which is different from the address in the system, see below.

I think a double check is good as it will potentially avoid complications in the future.

Thanks

Billy

**From:** Santolalla, Jacqueline AG:EX <[Jacqueline.Santolalla@gov.bc.ca](mailto:Jacqueline.Santolalla@gov.bc.ca)>

**Sent:** Monday, July 24, 2023 12:03 PM

**To:** Castillo, Billy R PSSG:EX <[Billy.Castillo@gov.bc.ca](mailto:Billy.Castillo@gov.bc.ca)>

**Cc:** Faykes, Debbie T AG:EX <[Debbie.Faykes@gov.bc.ca](mailto:Debbie.Faykes@gov.bc.ca)>

**Subject:** RE: Supplier Number - Surrey Advisor

Hello,

The Final Contract attached shows the Contractor as: Jessica L.McDonald Inc. with Address:<sup>s.22</sup>  
s.22

We have this Supplier below in CAS but the address is diferent:

Please confirm the Business Number and Address!

Thanks.

Jacqueline Santolalla (She/Her)

Senior Accounts Payable Clerk

Corporate Management Services Branch

Supporting Ministries of Attorney General, Public Safety and Solicitor General, & Housing

5<sup>th</sup> Floor 910 Government Street, Victoria, B.C. V8W 9J4

EMAIL: [Jacqueline.Santolalla@gov.bc.ca](mailto:Jacqueline.Santolalla@gov.bc.ca)

Thank you,

Jacqueline Santolalla (She/Her)

Senior Accounts Payable Clerk

Corporate Management Services Branch

Supporting Ministries of Attorney General, Public Safety and Solicitor General, & Housing

5<sup>th</sup> Floor 910 Government Street, Victoria, B.C. V8W 9J4

EMAIL: [Jacqueline.Santolalla@gov.bc.ca](mailto:Jacqueline.Santolalla@gov.bc.ca)

**From:** Faykes, Debbie T AG:EX <[Debbie.Faykes@gov.bc.ca](mailto:Debbie.Faykes@gov.bc.ca)>

**Sent:** Monday, July 24, 2023 10:51 AM

**To:** Santolalla, Jacqueline AG:EX <[Jacqueline.Santolalla@gov.bc.ca](mailto:Jacqueline.Santolalla@gov.bc.ca)>

**Subject:** FW: Supplier Number - Surrey Advisor



Hi Can you respond to this for me?

**From:** Castillo, Billy R PSSG:EX <[Billy.Castillo@gov.bc.ca](mailto:Billy.Castillo@gov.bc.ca)>

**Sent:** Monday, July 24, 2023 8:31 AM

**To:** Faykes, Debbie T AG:EX <[Debbie.Faykes@gov.bc.ca](mailto:Debbie.Faykes@gov.bc.ca)>; Hoadley, David AG:EX <[David.Hoadley@gov.bc.ca](mailto:David.Hoadley@gov.bc.ca)>; Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>

**Subject:** RE: Supplier Number - Surrey Advisor

Hi Debbie,

Attached is the final signed contract. David for your awareness, there was a late conversation on Friday resulting in the contract amount being reduced to<sup>s.17</sup>

Thanks

B

**From:** Faykes, Debbie T AG:EX <[Debbie.Faykes@gov.bc.ca](mailto:Debbie.Faykes@gov.bc.ca)>

**Sent:** Friday, July 21, 2023 5:49 PM

**To:** Hoadley, David AG:EX <[David.Hoadley@gov.bc.ca](mailto:David.Hoadley@gov.bc.ca)>; Ruffell, Evan AG:EX <[Evan.Ruffell@gov.bc.ca](mailto:Evan.Ruffell@gov.bc.ca)>

**Cc:** Castillo, Billy R PSSG:EX <[Billy.Castillo@gov.bc.ca](mailto:Billy.Castillo@gov.bc.ca)>

**Subject:** Re: Supplier Number - Surrey Advisor

Hi do you have a business number or copy of the contract?

---

**From:** Hoadley, David AG:EX

**Sent:** July 21, 2023 4:28:58 PM

**To:** Ruffell, Evan AG:EX; Faykes, Debbie T AG:EX

**Cc:** Castillo, Billy R PSSG:EX

**Subject:** Supplier Number - Surrey Advisor

Hi Evan and Debbie,

For page 1 of the contract, we left the supplier number blank for now. Has a supplier number been established for Jessica L. McDonald Inc.? What is it? If it hasn't been established, please set it up.

Please copy Billy on the reply.

Thanks!

CAS Supplier / Site Inquiry (Attorney General)

Supplier Header								Supplier Site								
Supplier Name	Number	Full Supplier Name	Business Number	Supplier Type	Employee Number	Pay Group	Deactive To	Active	Site	Tax Reg No	Address	City	Prov/ State	Postal Code	Pay Group	Stop Pay
JESSICA L. MCDONALD IN																

Page 79 of 127 PSS-2023-3186

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: SGPSB2415668-11

Requisition No.: \_\_\_\_\_N/A\_\_\_\_\_

Solicitation No.(if applicable): \_\_\_\_N/A\_\_\_\_\_

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

### **Contractor Information**

Supplier Name: **Jessica L. McDonald Inc.**

Supplier No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

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

### **Financial Information**

Client: 010

Responsibility Centre: 15668

Service Line: 11610

STOB: 6001

Project: 1500000

**Template version:** September 16, 2022

**Corporate Contract Template issued by  
OCG under TB Directive 1/23**

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**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

**SCHEDULE H – TAX VERIFICATION**

THIS AGREEMENT is dated for reference the 19<sup>th</sup> day of July, 2023.

BETWEEN:

Jessica L. McDonald Inc. (the "Contractor") with the following specified  
address: s.22  
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by  
Minister of Public Safety and Solicitor General (the "Province") with the following specified address and  
fax number:  
10<sup>th</sup> Floor – 1001 SDouglas Street, Victoria, BC  
V8W 9J7  
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 or provided 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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.



### 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 or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, 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 exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

## **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 loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense 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, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) 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; or
  - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

### 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; 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 determined by arbitration under the *Arbitration Act* and:
    - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
    - (ii) there will be a single arbitrator; and
    - (iii) British Columbia law is the applicable law.

### 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 or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

#### 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 subject to any applicable limitation period prescribed by law, 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.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 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 21st day of July, 2023 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>Jessica L. McDonald</u></p> <p>Print Name(s)</p> <p><u>Director, Jessica L McDonald Inc</u></p> <p>Print Title(s)</p>	<p>SIGNED on the 21<sup>st</sup> day of July, 2023 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Glen Lewis</u></p> <p>Print Name</p> <p><u>A/Associate Deputy Minister</u></p> <p>Print Title</p>
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## **Schedule A – Services**

### **PART 1. TERM:**

1. Subject to section 2 of this Part 1, the term of this Agreement commences on July 24<sup>th</sup>, 2023 and ends on July 24<sup>th</sup>, 2025.
2. The Province may extend the term of this Agreement by one (1) twelve (12) month period by providing 30 days' written notice to the Contractor. The extension of the contract will be under the same terms and conditions as stipulated in the original agreement, unless any modifications are mutually agreed upon in writing by both parties prior to the commencement of the extended period.

### **PART 2. SERVICES:**

The Contractor will serve as the Strategic Implementation Advisor, responsible for facilitating the transition of the Surrey Police Service (SPS) to becoming the ongoing police authority for Surrey. The role entails ensuring that all involved parties, including the Council, SPS, SPS Board, Public Safety Canada, and the RCMP, fulfill their responsibilities in accordance with the Minister's directive.

s.16

s.16 It is important to clarify that this role is solely administrative in nature, and does not involve directing police operations or accessing investigative decisions.

The contractor will provide the following services:

- Collaboratively developing a terms of reference for the remainder of the transition process with all involved parties, to be recommended to the Director of Police Services.
- Providing confidential strategic advice to the Director of Police Services, the Deputy Minister, and Minister of Public Safety and Solicitor General.
- Creating comprehensive work plans that are trusted by all parties and senior government levels.
- Ensuring all required reports to the Director of Police Services are submitted in a timely and accurate manner, and are complemented with strategic advice that bolsters positive results.
- Strategic planning
- Conflict management
- Facilitation
- Providing briefings to the Solicitor General and senior staff as needed.
- Acting as a media spokesperson for transition-related matters, as authorized.
- Delivering other project relevant services as requested by the Director of Police Services.

### **Outputs**

The Contractor must successfully oversee the transition from Surrey RCMP to Surrey Police Service by providing advise to the Director of Police Services.

### **PART 3. RELATED DOCUMENTATION:**

Not applicable

### **PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:

(a) Jessica McDonald

## Schedule B – Fees and Expenses

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

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, <sup>s.17</sup> is the maximum amount, excluding any options to extend, 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:**

**Fees:** at a rate of <sup>s.17</sup> per day (based on a day of 8 hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally at <sup>s.17</sup> per hour.

### **3. EXPENSES:**

#### **Expenses:**

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from her Vancouver home office on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's postage and other identifiable communication expenses;
- c. total for all expenses claimed is not to exceed \$5,000 annually.
- d. Policing and Security Branch is to provide and pay for a cell phone for the contractor.

Excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above to the extent that the Contractor is entitled to claim credits (including GST 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 *Monthly* (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 on each day 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 GST 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 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**

**Not Applicable**

## **Schedule F – Additional Terms**

Not applicable

## Schedule G – Security Schedule

### Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
  - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
  - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
  - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:

- (i) directly access and store Protected Information,
  - (ii) relate to Protected Information or the Province's tenancy activities, or
  - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
  - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

#### **Additional obligations**

2. The Contractor must comply with Appendix G1 if attached.

#### **PERSONNEL**

##### **Confidentiality agreements**

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

##### **Personnel security screening**

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
  - (a) verifying their identity and relevant education, professional qualifications and employment history;
  - (b) completing a criminal record check that is updated at least every five years;
  - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
  - (d) performing any additional screening this Agreement or applicable law may require; and
  - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

#### **Personnel information security training**

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

#### **Security contact**

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

#### **Supply chain**

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

### **GENERAL POLICIES AND PRACTICES**

#### **Information security policy**

10. The Contractor must have an information security Policy that is:
  - (a) based on recognized industry standards; and
  - (b) reviewed and updated at least every three years.

#### **Compliance and Standard for Security Controls**

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
  - (a) "Information Security Policy";
  - (b) government wide IM/IT Standards; and
  - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

#### **Contractor security risk assessments**

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

#### **Change control and management**

13. The Contractor must:

- (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
- (b) ensure that adequate testing of any change is completed before the change is put into production.

#### **Backups and restores**

14. The Contractor must ensure that:

- (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
- (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
- (c) frequency and completeness of backups is based on reasonable industry practice.

#### **Business continuity plan and disaster recovery plan**

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

#### **Security Incident Response and Management**

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

### **PROTECTED INFORMATION AND DATA SECURITY**

#### **Encryption**

18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

#### **No storage on unencrypted portable media**

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

#### **Encryption standard**

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

## **Isolation controls and logical isolation of data**

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

## **ACCESS AND AUTHENTICATION**

### **User Identifiers**

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

### **Access**

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
  - (a) verification of access levels;
  - (b) creating and maintaining records of access privileges;
  - (c) audit processes; and
  - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
  - (a) are configured in alignment with industry standards;
  - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
  - (c) automatically lock the applicable account and Systems after failed logon failures;
  - (d) limit the number of concurrent sessions;
  - (e) prevent further access to Systems by initiating a session lock; and
  - (f) provide the capability of disconnecting or disabling remote access to the Systems.



## **Authentication**

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
  - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
  - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
  - (c) store and transmit only encrypted representations of passwords;
  - (d) enforce password minimum and maximum lifetime restrictions;
  - (e) prohibit password reuse;
  - (f) prevent reuse of identifiers; and
  - (g) disable the identifier after ninety days of inactivity.

## **Highly sensitive Protected Information**

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
  - (a) two-factor authentication for access;
  - (b) enhanced logging that logs all accesses;
  - (c) request based access; and
  - (d) no standing access rights.

## **SECURITY EVENT LOGS**

### **Log generation, log retention and monitoring**

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
  - (a) such additional period of time as the Province may instruct; or
  - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

## **PROVINCE PROPERTY**

### **Access to Province facilities, systems or networks**

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
  - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
  - (b) "Information Security Policy";
  - (c) government wide IM/IT Standards; and
  - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
  - (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
  - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
  - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
  - (d) limit or revoke access to any Province systems, facility or device at its discretion.

### **Application development**

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

## **FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY**

### **Physical security**

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
  - (a) hardening of the perimeter of the Facilities;
  - (b) physical separation of public and restricted spaces;
  - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
  - (d) Access Control Systems (ACS) and/or Key Management processes; and
  - (e) visitor and identity management processes – including access logs and identification badges.

### **Separation of production from test environments**

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

### **Systems (including servers) hardening**

47. The Contractor must:
  - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
  - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
  - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
  - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

#### **Perimeter controls (firewall and intrusion prevention system) and network security**

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

#### **Application firewall**

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

#### **Management network**

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

#### **Remote management and secure access gateway**

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

#### **Database security**

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
  - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

#### **Device security and antivirus scanning**

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
  - (b) are configured to perform antivirus scans at least once per week;
  - (c) have host based firewall configured, enabled and active at all times; and
  - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

### **VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT**

#### **Proactive management**

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
  - (b) implement processes to stay current with security threats.

#### **Patching**

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

#### **Vulnerability Scanning**

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
- (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

#### **Web application vulnerability scanning**

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
  - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
  - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

#### **Antivirus and malware scanning**

- 62. The Contractor must ensure that all Systems servers:
  - (a) have antivirus and malware protection configured, active and enabled at all times;
  - (b) have antivirus and malware definitions updated at least once a day; and
  - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

### **DISPOSALS**

#### **Asset disposal**

- 63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

#### **Asset management**

- 64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
- 65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

#### **Information destruction and disposal**

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
  - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

## **NOTICES, INCIDENTS AND INVESTIGATIONS**

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

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

### **E-discovery and legal holds**

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

### **Incidents**

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
  - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

### **Investigations support and security investigations**

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
  - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
  - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and

- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

#### **Province Security Threat and Risk Assessment ("STRA") support**

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

#### **Notification of changes**

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

#### **Compliance verification**

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
- (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

#### **Notice of non-compliance**

80. 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.

## **MISCELLANEOUS**

### **Interpretation**

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

### **Referenced documents**

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

### **Survival**

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

## Schedule G – Appendix G1 – Additional Security Obligations

Not applicable.

## Schedule H – Tax Verification Schedule

Not applicable



## Ministry Contract Award Review and Approval Process

Branch: Policing Service Branch

eAPPROVAL: 78348

Contractor: Jessica L. McDonald Inc.  
Contract #: SGPSB2415668-11

Total Potential Value:<sup>s.17</sup>

STOB: 6001

New Contract Value:<sup>s.17</sup>

Term: Jul 24, 2023 – Jul 24, 2025

### Review Comments:

- **201 – Direct Award – Sole Source**
- Contractor will act as the Strategic Implementation Advisor for the Surrey Policing Transition.
- DA justified as the advisor has extensive experience in organizational transformation obtained from both federal and provincial public sector leadership roles. The Province acknowledges that while no strict evidence exists to confirm the vendor as the sole source, we maintain our belief in their exclusive ability to meet our specific requirements effectively and efficiently. Notice of Intent has not been issued as the Province would not be willing entertain challenges to such notice.
- DM is final approver as contract has risk associated with it that they must be informed about.

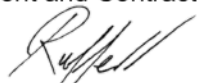
**Options to extend are not approved under this CAR**

### Reviewed By:

  
\_\_\_\_\_  
Nala King (Procurement and Contract Analyst)

July 21, 2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Evan Ruffell (A/Manager, Procurement & Fin Ops)

2023-07-21

\_\_\_\_\_  
Date

**Ministries of Attorney General, Public Safety and Solicitor General, Housing,  
and Emergency Management and Climate Readiness  
Contract Approval Request**

☐ AG ☒ PSSG ☐ Housing ☐ EMCR

Branch:	Policing Service Branch	eApproval#: 78348	
Contractor Name:	Jessica L. McDonald Inc.	Contract #:	SGPSB2415668-11
RC: 15668	SL: 11610	STOB: 6001	PROJECT: 1500000
Initial Contract Value (A):	s.17	Amendment #:	
		IM/IT Contract? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Sum of previous amendments (B):	\$	Involves "cloud-based technology"? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Current amendment value (C):	\$	Hourly rate(s):	s.17
<b>Contract Aggregate (A+B+C):</b>	s.17	Procurement Code	<b>201</b>
Contract Aggregate if all options are used (Options will only be approved if total potential value of contract is provided)	\$TBD (Additional OTR cost yet to be negotiated)	PGO PO Class/Description	<b>C</b>
<b># of renewal options remaining: 1. Duration of single option term: 12 (months)</b> (Must provide this info for option to be approved. If none are remaining, please note N/A)			
Current Contract Term (Initial Term + Previous extensions)	From: July 24, 2023	To: July 24, 2025	
Requested extension	From:	To:	
Contract has a confirmed funding source, or approval to access contingencies? This has been identified as a Ministry pressure that will be allocated funding.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Next fiscal year expenditure. Minor budget uncertainty.	
If answering No for the above funding question, has the relevant Director of CMSB's Financial Planning and Analysis Department been engaged? Yes – confirmed with David Hoadley, CFO		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Contract has risk associated with it that the Deputy Minister must be informed about.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>NOTE:</b> There may be privacy and/or information security implications if this CAR relates to procuring a service. More information can be found on the <a href="#">ministry Intranet</a> .			

Ministries are responsible for engaging with the Procurement and Supply Division, Ministry of Citizen's Services (CITZ) for any service contracts that have the total potential to exceed \$250k or goods purchases with the total potential to exceed \$10k. To engage CITZ, access the CITZ SharePoint, go to the applicable Ministry page, and fill out a new excel line with the relevant project information. <https://citiz.sp.gov.bc.ca/sites/PS/PSB/ProcurementForecasting/SitePages/Home.aspx>

☒ Branch **is not** looking for CITZ assistance with service purchase (If contract value is greater than \$250k and branch is **not** looking for CITZ involvement in the project, CMSB will complete the SharePoint entry, based on CAR information, on branch behalf).

☐ Branch **is requesting** CMSB assistance submitting goods forecasting.

☐ Branch **is requesting** CMSB assistance creating goods iRequisition to CITZ through the Corporate Financial Systems.

### Description of goods/services required:

Contractor will act as the Strategic Implementation Advisor for the Surrey Policing Transition. The main requirements of the role of Strategic Implementation Advisor are to:

- Ensure Council, the Surrey Police Service (SPS), the SPS Board, Public Safety Canada and the RCMP meet their responsibilities to fulfil the Minister's direction that the Surrey Police Service become the ongoing police service for Surrey.
- s.16
- Co-development of a terms of reference for the remainder of the transition effort with all the parties, that will be recommended to the Director of Police Services.
- Ensure prescribed reports to the Director of Police Services are timely, accurate, and are supported by strategic advice that supports positive results.
- High level work plans that have the confidence of the parties and senior levels of government.
- When authorized, be a spokesperson to media on the transition.
- Briefings for the Solicitor General and senior staff as required.

If required to fulfill legal or formal provincial commitment, please indicate:

Public Safety Minister Mike Farnworth publicly announced appointment of position on 2023-07-19,

**Date, competition type, and solicitation number of last competitive process:**

**N/A**


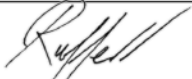


Why could staff resources or other ministries in government not fill this need?

(Confirm requirement could not be fulfilled by another public sector organization and what alternatives, if any, were considered.)  
Given the high levels of conflict between the Province and the key parties in the transition, an individual of extensive senior level experience and from outside of the provincial government is required for success.

**Implications if not approved:**

(Deputies will be looking for clear and concise explanation of operational necessity to branch.)  
The Minister's direction to Surrey will not be implemented as publicly committed.

### Approvals:

	Name	Signature	Date
Branch ADM (Branch Expense Authority)	Glen Lewis		July 21, 2023
A/Manager of Procurement and Financial Operations	Evan Ruffell		2023-07-21
CFO	David Hoadley		July 21, 2023
Deputy Solicitor General	Douglas S. Scott		July 21, 2023

### **DESCRIPTION OF SOLICITATION PROCESS (see BC Bid Resources)**

<input type="checkbox"/>	<b>Potential NEGOTIATED REQUEST FOR QUOTE (NRQ)</b> – New pilot procurement template. Priced proposal which can be negotiated further and allows the scope to be refined before award. Requires CMSB involvement. Only available for service procurements that will have a total value of under \$75k.
<input type="checkbox"/>	<b>COMPETED FROM PRE-QUALIFICATION LIST</b> – RFQ # _____
<input type="checkbox"/>	<b>REQUEST FOR PROPOSAL</b> - BC Bid posting required if contract value is \$75,000 or over RFP # _____
<input type="checkbox"/>	<b>INVITATION TO QUOTE</b> - BC Bid posting required if contract value is \$75,000 or over ITQ # _____
<input type="checkbox"/>	<b>AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED</b> (applies to service contracts valued at less than \$75,000, and goods contracts valued at less than \$10,000)
<input checked="" type="checkbox"/>	<b>DIRECT AWARD</b> (Direct Award Justification <u>form</u> is also required to be attached to the Contract Approval Request)
<input type="checkbox"/>	<b>OTHER PROCUREMENT PROCESS</b> (describe) - _____

<b><u>Procurement Codes</u></b>	
100 – Open Competitive Process Posted on BC Bid	202 – Direct Award – Emergency
101 – Another Competitive Selection Process Used	203 – Direct Award – Security, order etc.
200 – Direct Award – Government Organization	204 – Direct Award – Confidentiality
201 – Direct Award – Sole Source	600 – Other Purchase Process.

<b><u>PGO PO Class/Descriptions Codes</u></b>			
A	Transfers – Shared Cost Arrangement	LPO	Library Purchase Order
BE	Business Expense Approval	O	Other Commitment Document
C	Contracts and Letters of Agreement	PC	Purchase Card
CA	Continuing Agreement	POSO	Purchase Order on a Standing Offer
CSA	Corporate Supply Arrangement	PU	Purchase Order (Purchasing Services Branch)
E	Transfers – Entitlements	QP	Queen's Printer Requisition
EPO	Emergency Purchase Order	R	Requisition (Purchasing Services Branch)
F	Forecast – Creates a soft commitment	SO	Standing Offer (Ministry)
G	Transfers – Grants		

Use "C" when services are provided directly to government. Use "A" when the services are provided to a third party (Ministry clients) rather than directly to government (Third Party Administration).

## **FISCAL YEAR JUSTIFICATION**

During spending restrictions, additional justification for branch contracts must be provided. The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports spending within fiscal year 2023/2024.

**This document must be included in the contract file and be available when requested.**

1) Is it possible to defer this contract/purchase to fiscal year 2024/2025?

No
2) If the answer to question #1 is yes, why is this procurement being requested for the current fiscal year? Are there additional benefits available by procuring in current fiscal year 2023/2024?
3) If the answer to question #1 is no, why is this procurement urgently needed fiscal year 2023/2024?
Services are tied to other provincial FY 23/24 commitments related to the Surrey Police Service transition.



## DIRECT AWARD JUSTIFICATION

Contracts may be negotiated and directly awarded without a competitive process only where an exceptional condition applies (see [CPPM 6.3.2.39.d](#)).

The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports the use of one of the below exceptions.

**This document must be included in the contract file and be available when requested.**

<input checked="" type="checkbox"/>	<b>CHOOSE ONE PROCUREMENT PROCESS CODE THAT BEST APPLIES TO THIS DIRECT AWARD EXCEPTION</b>
<input type="checkbox"/>	<b>200 – GOVERNMENT ORGANIZATION</b> <p>Contracts for acquisitions may be negotiated and directly awarded without competitive process where the contract is with another government organization. Refer to the definition of a government organization within the Budget Transparency and Accountability Act for guidance. Where this definition does not meet operational requirements (for example, another provincial entity), you must clearly detail and justify why the entity could be classified as a government organization. – CPPM Policy 39.d.i.</p>
<input checked="" type="checkbox"/>	<b>201 – SOLE SOURCE</b> <p>Contracts for acquisitions may be negotiated and directly awarded without competitive process where the ministry can <b>strictly</b> prove that only one contractor is qualified, or is available, to provide the goods, services or construction – CPPM Policy 39.d.ii.</p> <p>When a contract for goods, services or construction is intended to be directly awarded based on sole source but this cannot be strictly proven with existing documentation, a Notice of Intent must be posted on BC Bid.</p>
<input type="checkbox"/>	<b>202 – EMERGENCY</b> <p>Contracts for acquisitions may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process – CPPM Policy 39.d.iii.</p>
<input type="checkbox"/>	<b>203 – SECURITY, ORDER, ETC</b> <p>Contracts for acquisitions may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health – CPPM Policy 39.d.iv.</p>
<input type="checkbox"/>	<b>204 – CONFIDENTIALITY</b> <p>Contracts for acquisitions may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest – CPPM Policy 39.d.v.</p>
<b>STOB 80 contract or agreement that is directly awarded in accordance with CPPM 4.3.14.9</b>	
<input type="checkbox"/>	<b>208 – SHARED COST ARRANGEMENT (FINANCIAL ASSISTANCE)</b> <p>A Shared Cost Arrangement (STOB 80 agreement) may be directly awarded where financial assistance is provided to a specified target group or population (e.g. First Nation, or a direct beneficiary, individual or family or legal guardian of that individual under a community/social service program) – <a href="#">CPPM 21.3.6</a>.</p>
<input type="checkbox"/>	<b>209 – SHARED COST ARRANGEMENT (COMPETITIVE SELECTION PROCESS NOT APPROPRIATE)</b> <p>A Shared Cost Arrangement (STOB 80 or agreement) may be directly awarded where a competitive selection is not appropriate – <a href="#">CPPM 21.3.6</a>.</p>

**JUSTIFICATION FOR PROCUREMENT PROCESS CODES 200, 201, 202, 203, 204, 208, 209** – Please provide background, rationale and a detailed description or documentation of how the contract qualifies for the above selected exception. **Please explain why this is the case for this contract. PLEASE NOTE: THE EXPLANATION THAT YOU PROVIDE BELOW WILL BE USED FOR FOI RELEASES AND MINISTER’S REQUESTS.** (Attach additional page as needed)

Decision made under s.2 and s.39(3) of the Police Act, appointment based on experience to date and the critical need to ensure public confidence in the transition of the SPS Board, Public Safety Canada and the RCMP meet their appointment responsibilities to fulfil the Minister’s direction that the Surrey Police Service become the ongoing police service for Surrey. Advisor has extensive experience in organizational transformation obtained from both federal and provincial public sector leadership roles.

The Province acknowledges that while no strict evidence exists to confirm the vendor as the sole source, we maintain our belief in their exclusive ability to meet our specific requirements effectively and efficiently. Furthermore, we note that a Notice of Intent (NOI) has not been issued as the Province would not be willing entertain challenges to such notice. CMSB Procurement has been consulted and has made us aware of the risks associated with this approach. We have considered these risks and determined that the unique expertise and value the vendor brings far outweigh potential concerns.

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Contract Manager Signature

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Print Name