

Policy Name:	DELEGATION OF FINANCIAL AUTHORITY AND APPOINTMENT OF SIGNING OFFICERS		
Policy #:	AD 8.9	Last Updated:	2024-11-27
Issued By:	OFFICE OF THE CHIEF CONSTABLE	Approved By:	SURREY POLICE BOARD
Version:	1.0	Review Frequency:	AS REQUIRED

#### **RELATED POLICIES**

AD 2.3 Conflict of Interest

- AD 4.1.2 Temporary Vacancies (Acting) and While So Employed Non-Commissioned Officers (NCO)
- AD 4.1.3 Temporary Vacancies and Long-Term Acting (Commissioned Officers)
- AD 4.1.4 Overtime
- AD 8.3 Acquisition of Goods and Services
- AD 8.6 Expense Reimbursement
- AD 8.8 Business Travel

AD 9.6 Forms Management

#### 1. PURPOSE

- 1.1. **Delegation to Chief Constable.** This policy is made pursuant to Board direction delegating overall responsibility for the day-to-day management, administration, and operations of SPS to the Chief Constable, with the authority to further delegate certain aspects of the day-to-day operations to the Deputy Chief Constables and other Employees.
- 1.2. Allocation of Responsibility. This policy establishes the authorities and associated authority levels for the commitment of resources, and to enter into legally binding commitments and other third-party relationships on behalf of SPS, in the ordinary course of business, subject to compliance with the conditions applicable to exercising that authority, and the restrictions limiting the scope of that authority.
- 1.3. **Scope of Authority.** This policy delegates to Employees general, specific and/or special authority to:
  - (a) **initiate processes -** approve requisitions and initiate acquisitions and contracts having a financial impact;
  - (b) **approve payment -** approve expenditures and authorize the commitment of financial resources; and
  - (c) **sign documents** enter into and execute legally binding commitments and other third party relationships on behalf of SPS.

- 1.4. **Policy Objectives.** In addition to identifying authorities and associated levels of authority, this policy establishes internal controls and sound business practices to:
  - (a) **provide oversight** maintain appropriate oversight and diligence with respect to financial management and operational decision-making;
  - (b) manage risks minimize legal and operational risks and costs; and
  - (c) maintain integrity ensure highest level of personal and organizational integrity.
- 1.5. **Exclusion re: Operations.** The signing of documents by Constables as part of the performance of their operational duties is outside of the scope of this policy.

#### 2. SCOPE

2.1. This policy applies to all Employees and all bureaus, divisions, sections, units and teams.

#### 3. POLICY

#### FINANCIAL AUTHORITY

#### 3.1. Delegation of Financial Authority.

- (a) Employees identified in Schedule A are delegated authority ("Financial Authority") to:
  - i. initiate processes having a financial impact; and
  - ii. approve payments;

arising from departmental responsibilities and covering routine business.

- (b) By exercising Financial Authority through payment approval, the Employee, on behalf of Board members, is certifying the expenditure is an approved expenditure within the SPS Budget in accordance with section 27(5) of the *Police Act*.
- 3.2. **Scope of Authority.** An Employee delegated Financial Authority may only exercise that authority within the limits and subject to the constraints set out in Schedule A, subject to the terms and conditions of this policy and to Policy AD 8.3 (*Acquisition of Goods and Services*).
- 3.3. **Prohibition on Contract Execution.** An Employee granted Financial Authority <u>does not</u> have authority to execute contracts, agreements and/or other documents creating binding commitments or third-party relationships on behalf of SPS unless that Employee has been appointed a Signing Officer.
- 3.4. Budget Restrictions.
  - (a) **Limited Budget Authority.** Unless Financial Authority has been specifically delegated in Schedule A to be exercised against the SPS Budget, Employees with Financial Authority may only exercise that authority against their applicable bureau, section or unit budget.

- (b) **Exceeding Budgeted Amounts.** If, at any time, an expenditure or proposed expenditure exceeds or will exceed the amount allocated for that expenditure in the SPS Budget, the matter must be:
  - i. referred to the Director, Finance for confirmation there are sufficient funds available in the SPS Budget for that expenditure, and
  - ii. referred for consideration and pre-approval by the Chief Constable.
- (c) **Exceeding Original Level of Authority.** If, at any time, the revised Total Contract Value exceeds the authority level of the original Financial Authority approval, re-approval is required at the then appropriate Financial Authority level.

#### 3.5. Exercise of Authority.

(a) Initiating Processes. When approving requisitions or initiating acquisitions or contracts, standard form SPS approval documents should be used to document the exercise of Financial Authority. If no standard form SPS document exists for the subject matter or process, the exercise of the authority must be in writing referencing the subject matter and the facts applicable to the Financial Authority level being exercised to ensure a written record is maintained for compliance and auditing purposes.

#### (b) Authorizing Payment.

- i. **Evidence of Approval -** When approving expenditures, that approval must be:
  - a. in writing, either on the request for payment itself or in a supplemental document attached or otherwise linked to the request for payment and maintained with that request for payment; or
  - b. through an electronic approval process implemented for the purpose of payment approval.
- ii. Verification of Compliance Prior to payment approval, the Employee delegated Financial Authority must verify the expenditure for which payment is being made is valid and conforms to the terms and conditions with respect to which that expenditure arises.
- 3.6. **Police Board Contract Administration.** An Employee granted Financial Authority may review and approve the payment of expenditures arising from contracts entered into by the Board provided those expenditures have been included as SPS related expenses in the SPS Budget.
- 3.7. **Conditional Approval to Enable Procurement Process.** If the proposed Total Contract Value of an acquisition exceeds the Financial Authority of the Chief Constable, the Chief Constable:
  - (a) may initiate the competitive procurement process, or, in the case of direct awards, commence negotiations with a potential vendor/supplier; and

(b) must refer the proposed acquisition to the Board for contract award approval (following competition) or prior to contract execution (with respect to direct awards), unless otherwise directed by the Board in writing.

#### SIGNING AUTHORITY

#### 3.8. Appointment of Signing Officers.

- (a) Delegation of Signing Authority. Employees identified in Schedule B are appointed Signing Officers and delegated authority to execute contracts, agreements and other documents intended to legal bind or commit SPS (including renewals, contract amendments, memorandums of understanding and other relationship agreements) for and in the name of SPS, and including with respect to financial and non-financial transactions ("Signing Authority"), within the limits and subject to the constraints set out in this Policy or as identified in Schedule B.
- (b) **Prohibition on Signing.** No person shall sign documents on behalf of SPS unless that person has been appointed a Signing Officer, and then only within the limits of, and subject to the restrictions contained in, Schedule B.
- (c) Authority Survives for the Term. Subject to subsection 3.8(d) (*Increases to Total Contract Value*), and unless amendments to this Policy amend applicable thresholds or otherwise realign signing authorities set out in Schedule B, the level of authority applied upon the signing of the document remains applicable for the term of that document, and that Signing Officer position is the minimum level applied for signing renewals or amendments or granting waivers. In no event should amendments be signed at a level lower than that of the original Signing Officer.
- (d) **Increases to Total Contract Value**. If a proposed contract amendment increases the Total Contract Value beyond the authority of the original Signing Officer, the amendment must be signed by a Signing Officer having the authority over the increased Total Contract Value.
- 3.9. Electronic Signatures and Digital Acceptance. While original/"wet" signatures are preferred, Signing Officers may execute contracts electronically with the same effect as if that document had been originally signed. A Signing Officer remains accountable for the use of their electronical signature and is responsible for ensuring their electronic signature is prudently and appropriately managed to prevent unauthorized access or misuse. A Signing Officer is further responsible for ensuring documents signed electronically are maintained in compliance with SPS's records management policies and procedures.
- 3.10. **Police Board Contracts.** Nothing in this Policy grants any Employee the authority to execute contracts, agreements, amendments, letters of understanding and other documents for, on behalf of, or in the name of, the Board, or which are intended to legal bind or commit the Board (whether imposing an obligation or providing a benefit), unless and only to the extent:
  - (a) delegated to an Employee as an exception to Reserved Authority in Schedule B; or
  - (b) such authority has been granted by the Board in writing on a case-by-case basis.

#### THRESHOLD DETERMINATION

- 3.11. **Prohibition on Splitting.** Projects, procurements, contracts, requisitions, invoices and other initiating or resulting documents cannot be subdivided to avoid policy or procedural compliance or to circumvent limits and restrictions.
- 3.12. **Total Contract Value.** Total Contract Value must be used when calculating monetary limits and determining thresholds.
- 3.13. **Currency.** For threshold determination, monetary amounts reflected in a foreign currency should be converted to Canadian currency at the applicable exchange rates as determined by the Financial Services Section.

#### EXERCISE OF AUTHORITY

- 3.14. **Conditions and Restrictions.** A Signing Officer and Employees having Financial Authority:
  - (a) **Preconditions -** may only exercise that authority provided that:
    - i. the Employee has received required training as a Signing Authority (see SPS Professional Skills Section for more information).
    - ii. required internal and external approvals have been obtained;
    - iii. funds required to meet resulting obligations are available or appropriated;
    - iv. all other organizational contracting requirements and policies, procedures, directives and guidelines have been satisfied;
  - (b) **No personal benefits** may not exercise that authority in circumstances where they are the payee or could personally benefit;
  - (c) **Temporary delegation** may temporarily delegate that authority in writing to those Employees appointed in an acting capacity during their absence in accordance with any procedures and guidelines established by the Financial Services Section.
- 3.15. **Supervisor Authority.** Supervisors and managers of a Signing Officer or an Employee having Financial Authority have, at a minimum, the same authority as their subordinates.
- 3.16. **Paramountcy**. General Authority should only be exercised if Specific Authority or Special Authority has not been granted based on subject matter as shown in Schedules A or B.
- 3.17. **Segregation of Duties**. Signing Authority must be adequately segregated from Financial Authority. In no circumstance should the same person initiate the process, sign the resulting document, and approve the expenditure.
- 3.18. **Exceptions**. The Chief Constable may either permanently, temporarily, or on a case-by-case basis:
  - (a) revoke or rescind the authority of any Employee, or with respect to any subject matter; or

- (b) require Signing Authority or Financial Authority to be exercised at a higher level than authorized by Schedules A or B.
- 3.19. Additional Delegations by the Board. The Board may either permanently, temporarily, or on a case-by-case basis delegate Signing Authority or Financial Authority to other persons with respect to a specific subject matter, an identified agreement or document, or generally. Any such delegations supersede and replace the designated authorization that would otherwise have applied under Schedule A or B.

#### CONTRACTING

- 3.20. **Contract Requirements.** Any legally binding obligation to be entered into on behalf of SPS:
  - (a) must be in writing; and
  - (b) should be signed by all parties <u>prior to</u> any liability being incurred or benefit received (or, in the case of emergency, as soon as possible thereafter).

#### 3.21. Standard Form Documents.

- (a) **Use.** Standard form SPS documents (including forms, templates, forms of agreement, contract terms) should be used whenever possible.
- (b) **Deviations.** Legal Counsel must be consulted when standard form SPS documents will not be used or when material changes are requested to standard form SPS documents.
- (c) **Amendments.** Requests for modifications to a contract should be in writing and should identify the justification for the modification, and the financial implication if applicable and determinable.
- (d) Risk and Indemnity Provisions. Amendments to indemnity and insurance provisions and use of non-SPS documents imposing or limiting liability must be approved in writing by Legal Counsel in consultation with the Director, Finance, and when applicable, the manager responsible for insurance and risk management at the City.
- 3.22. **Confidentiality Agreements.** Legal Counsel must approve contracts imposing confidentiality obligations on SPS.

#### 4. **PROCEDURE**

4.1. The Executive Leadership Team is responsible for developing any procedures, guidelines and practices required which conform to and supplement this policy and give effect to the provisions in this policy.

#### **APPENDIX A: DEFINITIONS**

"BCPPS" means the British Columbia Provincial Policing Standards issued pursuant to the Police Act.

"Board" means the Surrey Police Board.

"Chief Constable" means the Surrey Police Service Chief Constable.

"City" means the City of Surrey.

"City Council" means the City Council for the City of Surrey.

"Constable" means a sworn police constable appointed by the Board.

"Employees" means all employees of the Board.

"Executive Officer" means Chief Constable or a Deputy Chief Constable.

"Executive Leadership Team" means Chief Constable and Deputy Chief Constables.

"Financial Authority" means the authority to initiate requestions or contracting requirements, and approve expenditures, within designated limits.

"General Authority" means the authority to exercise Financial Authority or Signing Authority generally without regard to subject matter/purpose within threshold limits as shown in Schedules A or B, as the case may be, and provided that Specific Authority or Special Authority does not apply.

"Legal Counsel" includes the SPS General Counsel and external legal counsel retained to represent SPS from time to time.

"Reserved Authority" means the authority retained by the Board, some of which is identified in Schedule B for the purpose of providing certainty and direction with respect to matters over which the Board and SPS senior leadership may have mutual interest and responsibility.

"Signing Authority" means the authority to execute contracts and otherwise enter into legally binding commitments or other third-party relationships on behalf of SPS within designated limits and established parameters.

"Special Authority" means the authority to exercise Financial Authority or Signing Authority with regard to limited subject matters/purposes, within threshold limits if applicable, as shown in Schedules A or B.

"Specific Authority" means the authority to exercise Financial Authority or Signing Authority with regard to specific subject matters/purposes, within threshold limits if applicable, as shown in Schedules A or B.

"SPS Budget" means the applicable budget which has been established by the Board and approved by City Council.

"Total Contract Value" includes proposed renewals, extensions, taxes, contingencies and other options applicable to the subject matter of the contract.

#### **APPENDIX B: REFERENCES**

Police Act, R.S.B.C. 1996, c. 367

### SCHEDULE A Financial Authority

(Internal Approvals - authority to approve requisitions, initiate contracts, and approve expenditures)

#### 1. **GENERAL AUTHORITY**

POSITION	LIMIT (per transaction)	CONDITIONS
EXECUTIVE LEADERSHIP TEAM	10 ,	
Chief Constable	<mark>\$[TBD by</mark>	Against SPS Budget
	Board]	Subject to s. 3.5 of policy re: conditional
		approval to initiate procurement process
Deputy Chief Constable	\$500,000	Against SPS Budget
SENIOR SUPERVISORS (sworn members)		
Superintendent	6200 000	Against Bureau Budget
Inspector	\$200,000	Against Division Budget
SENIOR LEADERSHIP (civilian)		•
Director, Finance	\$500,000	Against SPS Budget
Director, IM/IT	\$200,000	Against Division Budget
General Counsel	\$50,000	Against Section Budget (Legal Services)
Strategic Communications Manager	\$50,000	Against Section Budget (Strategic
		Communications)
Manager, Corporate Services Section	\$200,000	Against SPS Budget
Executive Services Manager	\$50,000	Against SPS Budget
SUPERVISORS (sworn members)		
Staff Sergeant	\$5,000	Against Section Budget
Sergeant	\$2,500	Against Section Budget
OTHER		
Executive Assistant to Chief Constable	\$10,000	Against SPS Budget
Administrative Assistant to a Deputy Chief	\$5,000	Against Bureau Budget
Constable		
Procurement and Asset Manager	\$75,000	Against SPS Budget
		See also Specific Authority
Finance Manager	\$75,000	Against SPS Budget
Fleet Manager	\$20,000	Against SPS Budget
Administrative Services Manager	\$20,000	Against SPS Budget
P-CARD HOLDERS		
Persons issued an SPS purchasing card (P-Card)	Up to issued P-	Subject to limits and conditions set out in
	Card limit	processes and procedures established by
		Director, Finance
FURTHER SUB-DELEGATIONS		•
Other Employees designated in writing by the	Up to \$2,500	Subject to conditions/restrictions set out in
Chief Constable		the designation and as against bureau,
		division or section budget only

#### 2. SPECIFIC AUTHORITY

TRANSACTION/EXPENDITURE	LIMIT	POSITION
ADMINISTRATIVE	(per transaction)	
EMPLOYMENT RELATED		
Timesheets (Overtime)		See Policy 4.1.4 Overtime
		-
Payroll (initiating employee payment) Payroll Deduction Remittances (incl.		Payroll Manager Payroll Manager
statutory and voluntary deductions)		Payron Manager
	Ac par contract	Finance Manager
Employment Benefits (Employer Paid)	As per contract	Finance Manager
Training / Professional Development		See Policy Category AD 7 Training
Expense / Reimbursement Claims		See Policies:
		AD 8.6 Expense Reimbursement
		AD 8.8 Business Travel
FINANCIAL ACTIVITIES	1	
PST, GST and Tax Remittances		Finance Manager
External Audit		Finance Manager
BANKING ACTIVITIES		
Payment instruments and banking,		See Schedule B (Signing Officers)
accounting and financial instruments		
INFORMATION MANAGEMENT/INFORMATIO	N TECHNOLOGY (IM/IT	7)
Subscriptions and IT licence fees	As per contract	Manager, Infrastructure and Operations Unit
IT Consultant Fees – invoice approval	Up to Total Contract Value	Manager, Infrastructure and Operations Unit
INSURANCE		•
Insurance premiums, licences, plates		Finance Manager, in cooperation with City's
and claims		insurance / claims managers or finance
		managers as applicable
<b>PROCUREMENT - ACQUISITION OF GOODS AN</b>	ND SERVICES (through c	ompetitive process or direct award)
Invoice Approval		
Vehicles	Total Contract Value	Chief Constable or a Deputy Chief Constable
Other Goods, upon delivery	Total Contract Value	Procurement and Asset Manager
OPERATIONAL		
POLICING AND LAW ENFORCEMENT ACTIVITI	ES	
Recurring contributions / payments re:	As per contract	Finance Manager
integrated teams, joint task forces, etc.		
Payments to policing / law	As per contract	Deputy Chief Constable responsible for
enforcement agencies re: provision of		subject matter
services on an as required basis		

#### 3. SPECIAL AUTHORITY

POSITION	LIMIT (per transaction)	CONDITIONS
Chief Constable	Up to Total Contract Value	<ul> <li>Acquisition of equipment, tools and supplies procured under Special Authority granted to Chief Constable (which authority expired December 31, 2023):</li> <li>to approve invoices and otherwise manage the contracts (including renewals, amendments, etc.) for the Total Contract Value for the duration of the contract term</li> </ul>

## SCHEDULE B

# **Signing Authority** (Appointment of Signing Officers)

#### 1. **GENERAL SIGNING AUTHORITY**

DOCUMENT	SIGNING OFFICER
<ul> <li>Contracts, agreements, memorandums of understanding and other documents, for and in the name of SPS, with respect to day-to-day operations and/or in the ordinary course of business:         <ul> <li>whether imposing an obligation, providing a benefit, establishing a relationship with third parties or supporting administrative or operational requirements; and/or</li> <li>reflecting alignment and/or compliance with the SPS</li> </ul> </li> </ul>	Chief Constable OR: For documents imposing a financial obligation on, or a financial benefit to, SPS:
<ul> <li>Strategic Plan approved by the Board;</li> <li>but excluding: <ul> <li>contracts, agreements and other documents for or in the name of the Board;</li> <li>matters over which the Board retains authority, <u>unless</u> the Board has specifically granted an exception and has delegated Signing Authority as set out in the Reserved Authority section of this Schedule B.</li> </ul> </li> </ul>	any two Deputy Chief Constables together

#### 2. SPECIFIC SIGNING AUTHORITY

DOCUMENT	RESTRICTIONS	SIGNING OFFICER
ADMINISTRATIVE MATTERS		
Financial		
Payment instruments/bills of exchange, including cheques, electronic funds transfers, money orders	Regardless of value	As per the designations established by the Board and provided to the financial institution.
Banking, accounting and financial documents, including certificates, attestations, directions, acknowledgements or other documents or instruments necessary for or related thereto	Regardless of value, including non-financial documents/transactions	Director, Finance
Procurement (Acquisition of Goods and Services)		
< <b>\$10K</b> - documents for the acquisition of goods and/or services under \$10,000	Up to \$10,000	Those persons delegated Financial Authority to the applicable level in Schedule A.
	Up to \$75,000	Procurement and Asset Manager
> \$10k – documents for the acquisition of goods and/or services	Up to \$200,000	Manager, Corporate Services Section
	Up to \$500,000	Any Deputy Chief Constable
Amendments - Contract amendments and change orders		Based on Total Contract Value, taking into account impact of the amendment
Asset Management		·
Documents related to the disposition, disposal or exchange of assets (including bills of sale, auction related documents, salvage arrangements)	Regardless of value	Mgr., Corporate Services Section
Property/Use of Facilities		
<ul><li>Leases, licenses, access and use agreements:</li><li>when the City is not a party to the agreement;</li></ul>	Use of SPS facilities by policing / law enforcement agencies	<ul> <li>For training purposes, one of:</li> <li>Inspector, LDU;</li> <li>Inspector, OSU</li> </ul>
<ul><li>and</li><li>excluding purchase agreements</li></ul>	Use of facilities by SPS	<ul> <li>Short term or temporary</li> <li>Mgr., Corporate Services Section</li> </ul>
Legal		
Legal services retainers	Up to \$100,000	<ul><li>Any one of:</li><li>Deputy Chief Constable</li><li>General Counsel</li></ul>
	Over \$100,000	Chief Constable OR the Board

DOCUMENT	RESTRICTIONS	SIGNING OFFICER		
Human Resources / Personnel	Human Resources / Personnel			
Employment Offers, excluding for Chief Constable and Deputy Chief Constables, which are reserved for the Board	<ul> <li>Provided:</li> <li>position reflected on Board approved org chart ; or</li> <li>position included in hiring plan that informs the annual budget; and</li> <li>compensation conforms to Board approved strategy, structure and entitlements;</li> </ul>	Chief Constable or any Deputy Chief Constable		
Service provider agreements re: benefits (medical, dental, insurance, etc.)	Provided benefits conform to Board approved compensation strategy, structure and entitlements	Deputy Chief Constable, Support Services Bureau		
Information Technology (IT)	·			
Electronic Licence Agreements for software	Provided software has been acquired for use by SPS and IT has implemented the software application	Any Employee requiring access to the software may click the "I accept" button.		
Electronic Terms of Use for Web Access		Any Employee requiring access to the software may click the "I accept" button.		
Revenue Producing Contracts				
Grants, Contributions and Funding agreements, excluding "fees for services" agreements (see Operational Matters section)	Where SPS is the recipient	Director, Finance		
Other				
Early termination of any agreements		As delegated by the Chief Constable on a case-by-case basis.		
OPERATIONAL MATTERS				
Fee for Services Agreements – Short Term ("Contra	act Policing")			
With policing and law enforcement agencies or other public bodies		Any Inspector		
With other third parties (community organizations, etc.)		Any Inspector		
Training				
Arrangements between SPS and other police / law enforcement agencies with respect to the receipt or delivery of training and/or participation in training exercises, simulations, etc.		Inspector responsible for the subject matter of training		
Other				
Permits and Licences (including applications) to enable the performance of duties as part of normal operations, or documents granting authority for the conduct of regular or ongoing approved SPS programs, activities or undertakings.		Any Inspector or Senior Exempt Manager based on scope of assigned responsibilities.		

**3. RESERVED AUTHORITY** – applicable to matters over which the Board retains authority (does not delegate authority to any SPS Employee), exceptions for limited delegations as shown in the table.

DOCUMENT/SUBJECT MATTER	LIMITED DELEGATIONS	
AGREEMENTS IN WHICH THE BOARD IS A SIGNATORY/PARTY	<b>General Reservation:</b> The Board reserves <u>all signing authority except as specifically</u> delegated by the Board in writing on a case-by-case basis and subject to any conditions or restrictions set out with respect to that delegation	
	<b>General Reservation.</b> The Board reserves <u>all signing authority with respect to the</u> collective agreements and any amendments, save and except with respect to minor amendments as described in this Schedule B.	
COLLECTIVE AGREEMENTS (Board is employer) amendments, (including supplements, letters of understanding and interpretation bulletins)	collective agreements and any amendments, save and except with respect to minor	
COLLECTIVE AGREEMENTS (Board is employer)	<b>General Reservation:</b> The Board reserves <u>all</u> signing authority except as specifically delegated by the Board in writing on a case-by-case basis and subject to any	
settlement of grievances	conditions or restrictions set out with respect to that delegation.	