



# DELEGATED SIGNING AUTHORITY

## PSB-LG-003

Effective Date: 2014/09/26

### **Policy Statement**

*The policy requirements set out in this document shall form part of the Peel Police Services Board Policies and members and staff of the Board and the Chief of Police are hereby directed to implement and comply with these requirements with respect to the signing/execution of relevant documents.*

### **1. Subject**

The Regional Municipality of Peel Police Services Board recognizes the need to ensure accountability in carrying out its statutory and administrative responsibilities. The Board also appreciates the need to advance its work and that of Peel Regional Police in an efficient and timely manner. These are the guiding principles under which Board delegates signing authority for documents in matters relating to the day-to-day operations of the police service.

### **2. Specific Definitions:**

#### **“agreement”**

Means a mutual understanding or arrangement undertaken by and legally binding on parties

#### **“Board”**

Means Regional Municipality of Peel Police Services Board

#### **“Chair”**

Means Chair of the Regional Municipality of Peel Police Services Board

#### **“Chief of Police”**

Means Chief of Police of the Peel Regional Police

#### **“contract”**

Agreement enforceable by law for the supply of goods or provision of services and includes any agreement entered into between any Provincial Ministry and the Board

#### **“Director of Purchasing”**

Means the Director of Purchasing of the Regional Municipality of Peel

#### **“legal document”**

Means any written instrument whether on paper or in electronic form including, without limiting the foregoing any contract, agreement, mutual aid agreement, protocol, purchase order, memorandum, letter of intent, application, release, waiver or acknowledgment which, when executed, will have or is intended to have the effect of causing the Board to be bound in a legally enforceable relationship with any other person, entity, organization but shall not include:

- a) Any cheques, bank drafts, orders for payment of money, promissory notes, acceptances, bills of exchange and any similar instruments; and

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- b) Correspondence, whether by letter or in electronic form, intended to convey information or confirm a position on a matter, but not intended to create a contract or agreement between the Board and any other person, whether or not a legally enforceable right or remedy is created thereby

**“execute”**

Means to complete the formalities intended to give effect to a document and may include one or more of:

- a) Signing the document
- b) Causing delivery of the document to be made to the other parties

**“Executive Director”**

Means Executive Director of the Regional Municipality of Peel Police Services Board

**“grant application”**

Means any forms, expressions of interest, and/or any other documentation required to be submitted to a Federal and/or Provincial Ministry in support of a request for funding

**“grant program”**

Includes any funding initiative offered by the Federal government and/or the Province of Ontario to assist police services in Ontario

**“major event”**

Means an exceptional, out of the ordinary policing operation or event that is characterized by one or more of the following:

1. Is a federally designated meeting involving international representatives
2. Involves an “internationally protected person”
3. Will tax the Service’s ability to provide regular policing services to Peel Region
4. Requires resources from other agencies
5. Is a major community event that has the potential to significantly disrupt public peace, order or security
6. Is designated as such by the Chief of Police

**“mutual aid agreement”**

Is an agreement or contract between the Board and the police services board of another police service to provide assistance with a major event

**“planned event”**

Means a pre-determined major event representing a considerable demand on combined police resources which may or may not include cost recovery, but for clarity, does not include training exercises

**“protocol”**

Means document between the Board and other agencies (ie. school boards, the Children’s Aid Society, the Criminal Injuries Compensation Board, etc.) that does not have a budgetary impact, but covers areas such as the sharing of information and resources

**“secondment”**

Means a formal agreement between the Board and an external agency to provide services either as set out under the *Police Services Act* or established in a formalized agreement

**“signing authority”**

Means the Chair of the Regional Municipality of Peel Police Services Board or signing officer who is authorized by the Board to sign the document

**3. Policy Requirements**

The Board directs that interpretation and implementation of this policy and any police service directive and/or procedure relating to the delegated signing authority of documents be in accordance with the following principles:

- a) That it be in complete compliance with legislative and constitutional requirements, and recognized legal principles;
- b) That it be in compliance with priorities established by the Board and/or operational priorities of the police service;
- c) That in the absence or upon request of the Chair, the Vice Chair shall have the same approval and signing authority as the Chair.
- d) That where the Chief of Police has been given approval and signing authority by the Board, the individual acting in the position of the Chief during her/his temporary absence shall have the same signing authority as the Chief.
- e) That where the Executive Director of the Board has been given approval and signing authority by the Board, the individual acting in the position of Executive Director during his/her temporary absence shall have the same signing authority as the Executive Director.

**Chair**

- f) That the Board on its behalf, delegates approval and signing authority to the Chair with respect to the following:
  - i. Secondment agreements between Peel Regional Police and other policing agencies;
  - ii. Contractual Agreement and any ancillary documents for Grant Programs;
  - iii. Grant Applications to any federal or provincial government department, ministry, agency or fund for compensation, funding or other forms of subsidy, as well as subsequent submissions, declarations or representations required for processing the application or the receipt of funds;
  - iv. Legal documents respecting grants to the Peel Regional Police for a new purpose; and/or one time award of funds;
  - v. Renewal of funding agreements where there are no changes to the program requirements and no change to the financial implications;
  - vi. Renewal of grants with no changes to program or financial obligation; and
  - vii. Travel and other expenses incurred by the Chief of Police and the Executive Director in carrying out their duties and responsibilities.
- g) That the Board on its behalf, delegates signing authority to the Chair for the execution of all contracts, agreements and protocols authorized by the Board.

**Chief of Police**

- h) That the Board on its behalf, delegates approval and signing authority to the Chief of Police with respect to documents relating to:
  - i. Waivers, releases and grants of indemnification with respect to operational matters with a value of less than \$250,000;
  - ii. Agreements or Memorandums of Understanding of an operational nature that do not involve financial consideration, indemnification or insurance clauses that would bind the Board;
  - iii. Contracts and agreements of an operational nature in accordance with the Board's Purchasing Policy No. PRP-FN-001; and
  - iv. Operational protocols between the Board and other agencies covering such areas as the sharing of information, the sharing of resources, and the conduct of police and other investigations.

**Executive Director**

- i) That the Board on its behalf, delegates signing authority to the Executive Director with respect to the following:
  - 1. For the execution of purchasing contracts and agreements for services authorized by the Board or pursuant to a delegation of the Board's authority to so authorize in accordance with the Board Purchasing Policy No. PRP-FN-001.
- j) That the Board on its behalf, delegates approval and signing authority to the Executive Director with respect to travel and other expenses incurred by the Board members and Board staff in carrying out their duties and responsibilities.

**Region of Peel**

- k) That if a requirement exists to have both the Board and Regional Chair sign a legal document respecting a grant the following process shall apply:
  - 1. The Chief shall submit a report on the grant to the Board requesting:
    - i. Approval of the legal document;
    - ii. Authorization of the Chair to sign; and
    - iii. The Board shall forward the legal document to the Region of Peel requesting that the Region to enter into the agreement.
- l) That the Board on its behalf, delegates signing authority to the Director of Purchasing for the execution of Purchase Orders, contracts and agreements in accordance with the Board Purchasing Policy No. PRP-FN-001.

**4. Reporting**

Reporting requirements will be in accordance to the following Board policies:

PRP-FN-004 External Funding Assistance Police Investigations  
PRP-FN-005 External Funding Assistance Public Police Programs  
PSB-LG-001 Operational Service Agreements

**5. Authority/Legislative Reference**

*Police Services Act*, Sections 30 (1), 31 & 37  
Region of Peel Purchasing By-Law 113-2013 (*as amended*)  
Region of Peel By-Law 39-2001 (*as amended*) Execution of Documents  
Board Minute #101/10 – Board Delegated Signing Authority  
Board Minute #63/14

**6. Linkage to Appropriate Police Service Procedure/Directive/Board Policies**

PRP-FN-001 Purchasing (*as amended*)  
PSB-LG-001 Operational Agreements  
PRP-FN-004 External Funding Assistance Police Investigations  
PRP-FN-005 External Funding Assistance Public Police Programs