

June 16, 2020

FOI No: 2020-19

VIA E-MAIL – **Redacted**

Redacted

Dear **Redacted**

Re: Request for Records
Freedom of Information and Protection of Privacy Act

The City of White Rock has received your request for access to the following information pursuant to the Freedom of Information and Protection of Privacy Act (the “Act”):

- *copies of all employment and/or personal services contracts and/or agreements between the new White Rock CAO, Guillermo Ferrero, and the City of White Rock along with copies of all employment and/or personal services contracts and/or agreements for the new Director of Financial Services, Colleen Ponzini, and the City of White Rock*

Access to these records is available. However, some of the information in the records is excepted from the disclosure requirements of the Act. I have severed the excepted information so that I could disclose to you the remaining information as attached.

The severed information is excepted from disclosure under section 22 of the Act. Severing is necessary to avoid disclosing any third-party personal information without permission.

Please contact our office if you have any questions or concerns.

Sincerely,



Ken Overton
Manager, Property, Risk Management, and FOI
604-541-2104

Att.

Corporate Administration
P: 604.541.2212 | F: 604.541.9348

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

WHITE ROCK
City by the Sea!

www.whiterockcity.ca

If you believe that the City of White Rock has been unreasonable in its handling of your request, you may ask the Information and Privacy Commissioner to review our response. You have 30 days from receipt of this notice to request a review by writing to:

Office of the Information and Privacy Commissioner
3rd Floor, 756 Fort Street
Victoria BC V8W 1H2

Should you decide to request a review, please provide the Commissioner's office with:

1. your name, address and telephone number;
2. a copy of this letter;
3. a copy of your original request sent to the City of White Rock; and
4. the reasons or grounds upon which you are requesting the review.

EMPLOYMENT AGREEMENT

BETWEEN:

Corporation of the City of White Rock

15322 Buena Vista

White Rock BC V4B 1Y6

(hereinafter called the "City")

AND:

Guillermo L. Ferrero

Redacted S. 22

(hereinafter called the "Employee")

WHEREAS:

- A: The City is a public body providing local government administration and services to citizens of the City of White Rock and is incorporated pursuant to the laws of the Province of British Columbia.
- B: The City has agreed to offer employment to the Employee as Chief Administrative Officer ("CAO") and the Employee has agreed to accept such employment with the City.
- C: The City and the Employee wish to enter into a written agreement to set out the terms and conditions of the Employee's employment with the City ("Agreement").

WITNESS THAT in consideration of the mutual promises and covenants set out, and for other good and valuable consideration, which is acknowledged to be both sufficient and received, the City and Employee agree as follows:

1. EMPLOYMENT

- 1.01 Subject to the terms and conditions of this Agreement, the City will employ the Employee on an indefinite basis in the capacity of CAO commencing on May 19, 2020 (the "Start Date").
- 1.02 The Employee acknowledges and agrees that his appointment to the CAO position is subject to a six (6) month probationary period which shall commence on the Start Date and end on November 19, 2020 (the "Probationary Period"). The purpose of the probationary period is to assess the Employee's suitability for employment in the CAO position.

- 1.03 The Employee shall carry out the duties and responsibilities as set out in Schedule 'A' attached, which forms part of this Agreement, as well as other duties the City may from time to time direct and require.
- 1.04 The Employee shall report to Mayor and Council as one collective body on all matters ("Council").
- 1.05 In addition to the terms set out in this Agreement, the employment relationship between the City and the Employee shall be governed by the City's policies, rules and bylaws, as amended from time to time. For example, but not limited to the following, the Employee is delegated the statutory powers, duties and functions pursuant to section 147 of the *Community Charter* and the *City of White Rock Officer and Indemnification Bylaw* 2012, No. 1994, as amended from time to time.
- 1.06 The Employee is responsible to inform himself of the details of these policies, bylaws and amendments thereto. If there is conflict between this Agreement and any such policy, this Agreement shall prevail to the extent of the inconsistency.
- 1.07 The Employee shall at all times diligently, competently and effectively perform their duties to promote the best interests of the City and, without limiting the generality of the foregoing, the Employee shall:
- a. obey and observe all administrative rules and regulations now in force or from time-to-time circulated by the City and governing the operation of the City's undertaking or the duties of the Employee;
 - b. except as required by law, either during their employment with the City under this Agreement or at any time thereafter, not divulge or disclose any secret or confidential information or other information which, in good faith and good conscience, ought not to be disclosed, which the Employee receives or becomes aware of in the course of their employment, relating to the City, the City's operations or undertaking, other employees of the City or any other persons with whom the City has any dealings;
 - c. co-operate fully with Council members, officers and other employees of the City and members of the public and not promote disharmony or discontent amongst employees of the City;
 - d. avoid action or circumstances which cause or have the potential for causing a conflict of interest (an Employee considering becoming an officer, employee, contractor for service, agent or representative of any other company, society, partnership, firm, person, organization or enterprise shall communicate the intention and first seek written permission from Council);
 - e. in recognition of the public nature of the position, conduct themselves with the highest ethical standards, while at work or away from work, always conscious of the fact that their actions will reflect on the reputation of the City;

- f. not conduct themselves either professionally or personally, in such a manner as to bring the City, its representatives, officers or employees into public disrepute or ridicule, and the parties agree that breach of this section constitutes just cause for immediate termination subject to the terms of this Agreement;
- g. conform to the “Code of Ethics” of the Local Government Management Association of B.C. and conduct themselves as appropriate in all situations;
- h. diligently and faithfully perform any duties or obligations prescribed by the Council’s direction, the City’s bylaws or resolutions, including any manual or policy, and by the *Local Government Act, Community Charter* or any other enactment; and
- i. generally not do anything that would adversely affect the interests of the City.

2. ATTENDANCE OF EMPLOYEE

- 2.01 The Employee shall perform their duties at the City’s place of business or at such other place as the City may from time-to-time designate, during the hours in which the City’s place of business is open to the public from Monday through Friday inclusive during each week, statutory holidays excepted, and during such additional hours and other times as may reasonably be required by the City or reasonably necessary for the Employee to fully and effectively carry out their duties.
- 2.02 The Employee agrees that in the event that the Employee is absent from employment due to illness the City, at its option, may require the Employee to provide the City with a certificate signed by the Employee’s physician stating the reason why the Employee was unable or unfit to attend at their employment. At the City’s discretion, the City may require an independent medical examination by a physician appointed by the City, to be paid for by the City.

3. REMUNERATION AND BENEFITS

- 3.01 During the Probationary Period, the City shall pay to the Employee a salary of \$200,000 per annum, paid in bi-weekly installments through direct deposit to the Employee’s bank account during the course of the City’s regular payroll cycle (“Probationary Salary”).
- 3.02 Upon successful completion of the Probationary Period, the Employee’s salary will be increased to \$215,000 per annum, paid to the Employee in bi-weekly installments through direct deposit to the Employee’s bank account during the course of the City’s regular payroll cycle (the “Salary”).
- 3.03 The Employee’s Salary may be adjusted annually in Council’s sole and absolute discretion pursuant to the City’s policies relating to salary adjustments of Management/Exempt employees of the City, which policies may be amended by the City from time to time.
- 3.04 The benefits to which the Employee is entitled as an exempt staff member are the same as those to which other exempt employees of the City are entitled and as may be

amended from time-to-time. The City's obligation under this section is not to be or to act as a self-insurer for benefits. The City shall make the benefit plan available for the Employee and, where applicable, shall pay premiums to an insurance carrier of the City's choice. All decisions regarding eligibility and coverage shall be made by the insurance provider and as such, the City shall not bear any responsibility or liability for same.

- 3.05 The City shall provide to the Employee the following benefits in accordance with the City's current policies and practices for management/exempt staff, which may be amended from time to time:
- a. a monthly vehicle allowance of \$506 per month to compensate for the use of personal vehicle for business purposes;
 - b. reimbursement for reasonable expenses incurred by the Employee in the course of their duties, provided such expenses are supported by statements and original receipts and approved by the Chief Financial Officer;
 - c. professional fees and membership dues pursuant to City policies, including membership in the Local Government Management Association and Canadian Association of Municipal Administrators;
 - d. provision of a cellular telephone or alternative technological device if determined necessary by the City, which devices the Employee shall have no reasonable expectation of privacy and agrees to return to the City upon termination of employment;
 - e. reimbursement for attendance at relevant professional development programs; and
 - f. such other benefits as may be approved from time to time by the City.
- 3.06 The Employee is entitled to annual and accumulated sick leave in accordance with the Employer's current policies and practice for management/exempt staff, which may be amended from time to time. The Employee acknowledges and agrees he is not entitled to payout of any accumulated sick leave time upon termination of his employment with the City for any reason, including his resignation or retirement.
- 3.07 The City shall provide to the Employee a moving allowance of up to a maximum of \$15,000 to assist him in moving from s. 22 to Lower Mainland. Provided that three quotes are obtained from reputable moving companies and that expenses are supported by statements and original receipts, the City will reimburse the Employee for such reasonable relocation expenses related to: moving costs (which include packing, shipping and unpacking); storage costs (if needed for accommodating move-in and out dates to a maximum of two months); and temporary living expenses for accommodation (to a maximum of two months). The Employee shall be responsible for repaying the City the full amount of the moving allowance costs if he resigns within the first twelve (12) months from the Start Date. If the Employee's employment is terminated for any reasons after twelve (12) months from the Start Date, but prior to

three (3) years' service, the moving allowance shall be repaid to the City on a pro-rata basis. The moving allowance will be 100% forgivable if the Employee remains with the City for at least three (3) complete years of service from the Start Date.

- 3.08 The Employee hereby authorizes the City to deduct from the Employee's salary all deductions required by law to be made by the City, including municipal pension plan contributions and, any payments, premiums or contributions required to be made or paid by the Employee under any of the plans or policies referred to above.

4. VACATION AND HOLIDAYS

- 4.01 The Employee shall be entitled to all statutory holidays and those additional holidays which are available to exempt staff effective immediately pursuant to the City's Human Resources Exempt Staff Directives, as may be amended from time to time.
- 4.02 The vacation entitlement year is from January 1 to December 31. Upon the commencement of employment, the Employee will be entitled to fourteen- and one-half days' (14.5) paid vacation prorated for the remainder of the calendar year. Thereafter, the Employee shall be entitled to twenty-five (25) days of annual vacation in accordance with the City's Human Resources Exempt Staff Directives, as amended from time to time. The Employee is expected to use their vacation entitlements pursuant to the City's said Directives.
- 4.03 Upon the commencement of employment, the Employee will be entitled to fourteen- and one-half days' (14.5) in-lieu time prorated for the remainder of the calendar year. Thereafter, the Employee shall be entitled to the paid In-Lieu Time as set out in the City's Human Resources Exempt Staff Directives, as amended from time to time.

5. PERFORMANCE EVALUATION

- 5.01 During the Probationary Period, the Employee will be subject to two performance evaluations by Council. The first evaluation will be undertaken after three (3) months of employment under this Agreement. The second evaluation will be undertaken after five (5) months of employment under this Agreement. The form and substance of the performance evaluations will be left to Council's discretion. The purpose of the performance evaluations during the Probationary Period is to assess the Employee's suitability for the Position.
- 5.02 Upon successful completion of the Probationary Period, the Employee will be subject to a formal performance evaluation on an annual basis. The performance appraisal will be conducted by the Mayor and one other Council Member on behalf of the City; however, the performance review process and content are otherwise within the City's discretion. If the City identifies performance deficiencies, the Mayor or their designate shall communicate these to the Employee when necessary.

6. TERMINATION AND RESIGNATION

- 6.01 Notwithstanding any other provision of this Agreement, subject to section 152 of the *Community Charter*, this Agreement may be terminated as follows:

- a. by the Employee, at any time, for any reason, on giving the City advanced notice in writing of not less than two (2) months of their intention to resign. The City may waive such notice, in whole or in part, in the City's sole and absolute discretion and provide the Employee a lump sum amount representing the salary he would have earned had he worked until the resignation date;
- b. by the City, prior to the Employee's completion of one (1) year of service under this Agreement, on a without cause basis, by providing the Employee with twelve (12) months' notice of termination plus benefits.
- c. by the City, after the Employee has completed one (1) year of service under this Agreement, on a without cause basis, by providing the Employee with twelve (12) months' notice and benefits, plus an additional one (1) months' notice and benefits for each completed year of service after the second year, to a maximum of eighteen (18) months' notice and benefits. For clarity, after one year of service, the Employee shall be entitled to twelve (12) months' notice and benefits; after two years of service, the Employee shall be entitled to thirteen (13) months' notice and benefits, and so on to a maximum of eighteen (18) months' notice.
- d. at any time by the City, without notice or payment in lieu of notice or benefit or pension continuation for Cause. For the purpose of this Agreement, "Cause" may include, but is not limited to:
 - i. a violation or material breach by the Employee of any provision of this Agreement or the City's policies as determined by a majority vote of Council;
 - ii. conviction of the Employee for an indictable offence;
 - iii. dishonesty, which is detrimental to the employment relationship or the integrity/reputation of the City's, including but not limited to providing false information as part of your application for employment;
 - iv. insubordination or wilful disobedience to the City's orders in matters of substance;
 - v. serious misconduct which includes but is not limited to: breach of duty of good faith and fidelity; disclosing confidential information; serious insolence; neglect of duty; fraud; conflict of interest; harassment or intimidation, including sexual harassment of co-workers, management or other individuals associated with the City in or outside of the workplace; violence in the workplace; and theft or failure to report theft;
 - vi. on- or off-duty conduct that prejudices the City's reputation, services or morale;
 - vii. repeated and unjustified lateness, absenteeism, or failure to report for work;
 - viii. unsatisfactory or substandard performance of duties and functions or incompetence contrary to the expectations set out in Section 1 above; or

- ix. any other cause or circumstances for which no notice, pay in lieu of notice and benefit continuation is required by law.
- 6.02 The Employee agrees that upon termination of their employment, for any reason:
- a. the City shall pay the Employee all Probationary Salary or Salary (whichever applies) and vacation and any banked time eligible for payout pursuant to the City's Exempt Staff Directives, as amended from time to time, earned up to and including the Employee's last day of active employment (the "Termination Date");
 - b. the Employee shall not receive any payment for short-term disability, long-term disability, life insurance, AD&D;
 - c. all benefit coverage and other privileges of the Employee's employment shall cease upon such date as the applicable benefit plan(s) may require if the Employee resigns or is dismissed for any reason; and
 - d. all files, information and documents pertaining to the City's business shall remain the property of the City, and shall promptly be delivered by the Employee to the City's office, and no copy, duplication or reproduction of any kind whatsoever shall be made of such files, information or documents without the express written consent of the City.
- 6.03 The notice provided by the City to the Employee under ss. 6.01 (b) or (c) may be in the form of written notice, pay in lieu of notice and the value of the City's contributions to the Employee's benefits, or a combination of both, which form shall be entirely at the City's discretion.
- 6.04 If the Employee is terminated within the Probationary Period, the pay in lieu of notice will be based on the Probationary Salary. If the Employee is terminated following the Probationary Period, the pay in lieu of notice will be based on the Salary.
- 6.05 The Employee agrees that the provisions of the provisions regarding notice of termination provided for in this Agreement are fair and reasonable and are inclusive of and constitutes the Employee's complete statutory entitlements owing to them by the City in accordance with the BC *Employment Standards Act*, as amended, and at common law upon termination of their employment.
- 6.06 The Employee further agrees that once the City complies with its termination obligations as set out in this Agreement and section 152 of the *Community Charter*, the Employee shall have no further claim for notice of termination or payment in lieu thereof, benefits, vacation, or severance against the City arising from the Employee's employment with the City or the termination of this Agreement under any legislation or at common law.

7. SEVERABILITY

- 7.01 In the event that any covenant or provision of this Agreement is determined to be void, invalid or unenforceable in whole or in part by a Court of competent jurisdiction, such

covenant or provision shall be deemed not to affect or impair the validity of the remaining provisions, all of which shall be and remain in full force and effect.

8. WAIVER

8.01 No condoning, excusing or overlooking by either of the parties hereto of any default, breach or non-observance by the other party at any time or times in respect of any covenant, agreement or condition herein contained shall operate as a waiver of such covenant, agreement or subsequent default, breach or non-observance or so as to defeat or affect in any way the right of such party to rely on such covenant, agreement or condition in respect of any such continuing or subsequent default or breach.

9. GOVERNING LAW

9.01 This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia.

10. ENTIRE AGREEMENT

10.01 This Agreement contains the complete agreement concerning the employment of the Employee by the City and shall, as of the date it is executed, supersede any and all other agreements between the parties. The parties agree that there are no collateral contracts or agreements between them, that neither of them has made any representations to the other except such representations as are specifically set forth in this Agreement, and that any statements or representations that may previously have been made by either of them to other have not been relied on in connection with the execution of this Agreement and are of no effect.

10.02 The Employee agrees that all restrictions contained in this Agreement are reasonable and valid and hereby waives any and all defenses to their strict enforcement by the City. The Employee acknowledges that they have been given a full opportunity by the City to seek independent legal advice prior to the execution and delivery of this Agreement.

11. INTERPRETATION

11.01 The paragraph headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision thereof.

12. ENUREMENT

12.01. This Agreement shall enure to the benefit and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

Schedule 'A'

Position: Chief Administrative Officer

Department: Administration

Reports To: Mayor and Council

NATURE AND SCOPE OF WORK:

Reporting to the Mayor and Council, the Chief Administrative Officer is accountable for direction to and coordination between Council and City departments to ensure effective and efficient conduct of assigned responsibilities as established by Council, City Bylaws and Provincial Statutes.

Reporting to this position are all department heads as well as the direct responsibility for shared services agreements.

The duties and responsibilities of the Chief Administrative Officer shall include, but are not limited to the following:

1. Providing Advice and Support to Council

Supports the Mayor and Council in the determination of policy by providing advice and counsel relative to proposed municipal initiatives. In doing so, integrates objectives emerging from the political process, social and economic trends, the advice of staff and positions advocated by interest groups and the general public.

Formulates alternatives for consideration by the Mayor and Council to ensure that the City's objectives are achieved through the most effective and realistic strategies.

In addition to new policy and program initiatives, keeps the Mayor and Council apprised of issues and developments of an operational or political nature that relate to the interests of the City.

Provides appropriate advice, background information and briefing materials to the Mayor and Council in carrying out their range of responsibilities. Plays an active role on Council committees and commissions as required.

2. Supporting Council's Strategic Planning Processes

Supports the Mayor and Council in the formulation of a Strategic Plan for the City. This Plan will identify the needs of the various constituencies within the municipality and chart a future vision of the role the City will play in meeting those needs. In addition, the Plan will identify the critical issues that must be addressed and will set annual objectives and strategies.

On a regular basis, submits to the Mayor and Council an analysis of progress in achieving objectives established in the Strategic Plan, sets out a rationale for any variances and recommends modifications of the Plan for the remainder of the year.

3. Ensuring Effective Financial and Administrative Management

Ensures effective financial and administrative systems are in place to safeguard the assets of the City and maximize the effectiveness of resource utilization within the objectives, policies, plans and budgets established by Council.

4. Leading Business Planning for the Organization

Within the context of the Strategic Plan, leads the development of 3 to 5-year business plans for the organization that detail key goals, strategies and performance measures, as well as the necessary human, financial and capital supports to achieve the plan. Ensures the plan is updated on an annual basis.

5. Establishing Personal Performance Objectives in Conjunction with Council

Annually, in conjunction with the Mayor and Council, establishes personal performance objectives to be achieved by the CAO in the upcoming year. These objectives will be the basis of the annual performance review of the CAO.

6. Supporting Council's Objectives through Effective Management of the City

Develops and maintains an effective organization structure for the staff of the City that reflects operational needs and that is directed towards accomplishing the objectives established in the Strategic Plan. Of critical importance is the continued development of a strong senior team that is accountable for the day-to-day management of the operations of the City.

Through the senior management team, ensures that there is a clear definition of the responsibility of each employee, that there are effective programs in place to foster the development of personnel and a system of measurement of employee performance, all being carried out in a manner that supports the accomplishment of Council's strategic and operational objectives.

7. Managing City Resources

Ensures the acquisition and effective management of the fiscal, human, and physical resources required by the City in order to fulfill its objectives.

8. Providing Leadership to Staff

Provides leadership to the employees of the City in order to capitalize on the full potential of this critical resource. In doing so, stimulates, motivates, guides and supports all personnel to

contribute fully to the realization of the strategic goals and objectives of the City. Encourages the involvement of employees at all levels in decision making. Communicates the mission, vision and strategic direction of the City to all personnel so as to create an understanding of the role each plays in accomplishing Council goals and objectives.

9. Promoting Excellence in Service to the Public

Ensures that City staff are committed to providing a high level of public service and creates a dynamic climate that results in the continual search for new and more effective approaches to fulfilling the City's mandate.

10. Overseeing City Operations

Through the senior management team of the City, ensures the effective functioning of all operations and that Council policy is implemented, objectives are achieved, and programs operate within approved funding limits.

11. Recommending Policies & Programs

Recommends to the Mayor and Council new and revised policies and programs that are consistent with Council policy and strategy, meets the changing needs of the public served by the City, and effectively and efficiently fulfills Council's mandate.

12. Developing and Maintaining Key External Relationships

General Public - Takes a leadership role in facilitating appropriate public participation in the formulation of Council policy. Ensures that corporate policies are reflective of council's commitment to open and transparent government.

Other Municipalities and Communities - Develops and maintains close working relationships with Chief Administrative Officers of neighbouring municipalities.

Federal Government, Provincial Government, Territorial Government and Crown Agencies - Develops and maintains effective relationships with various officials with responsibilities affecting the City, such as municipal affairs, finance, and transportation.

Key Organizations - Develops effective relationships with all agencies, including the business community and other institutions and organizations with an interest in the City.

13 Ensuring Effective Internal Communication with Staff, Management, and Council

Ensures an effective and inclusive system for internal communication exists between staff, management and Council. Ensures all staff are made aware of the City's mission, vision and goals for both the long and short term.

Keeps the Mayor and Council apprised of issues and developments of an operational or political nature in a timely manner that relates to the interests of the City. Provides appropriate advice, background information and briefing materials to the Mayor and Council in carrying out their range of responsibilities.

14 Staying Current with Trends in Municipal Management

Keeps abreast of trends and developments in municipal administration and recommends new and innovative approaches that could enhance the performance of the City.

**THE CORPORATION OF THE
CITY OF WHITE ROCK
BYLAW NO. 1994**



A Bylaw to establish Officer Positions and to provide for the indemnification of the Officers, Employees and Members of Council in the City of White Rock

DISCLAIMER: THIS BYLAW IS CONSOLIDATED FOR CONVENIENCE ONLY. THE CITY DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN THIS CONSOLIDATION IS CURRENT. IT IS THE RESPONSIBILITY OF THE PERSON USING THIS CONSOLIDATION TO ENSURE THAT IT ACCURATELY REFLECTS CURRENT BYLAW PROVISIONS.

Consolidated as of October 2017

TABLE OF CONSOLIDATION			
BYLAW	DATE APPROVED	AMENDMENT NO.	SUBJECT MATTER
2171	November 21, 2016	1	Addition of item "o" to section 5
2222	October 2, 2017	2	Updates to Approving/Deputy Approving Officer and Housekeeping

The CITY COUNCIL of the Corporation of the City of White Rock, in an open meeting assembled, ENACTS as follows:

1. TITLE

- (1) This bylaw shall be cited as the "*City of White Rock Officer and Indemnification Bylaw 2012, No. 1994*".

2. DEFINITIONS

In this bylaw:

- (1) "City means the City of White Rock
- (2) "Chief Administrative Officer (CAO)" means the Officer position of the Chief Administrative Officer
- (3) "Director of Corporate Administration" means the position Corporate Officer as defined in the Community Charter. *Updated by Bylaw 2222*
~~"City Clerk" means the Officer position of the City Clerk and Corporate Officer~~
- (4) "Council" means the elected Council of the City of White Rock
- (5) "Director of Financial Services" means the Officer position of the Director of Financial Services and Financial Officer
- (6) "Employee" means an exempt or union employee of the City other than an Officer
- (7) "Indemnification" has the meaning set out in Section 287.2(1) of the *Local Government Act*
- (8) "Municipal Official" has the meaning set out in Section 287.2(1) of the *Local Government Act* and includes Employees, Officers and members of Council
- (9) "Officer" means a person holding a position set out in Section 4.1 of this bylaw

3. DELEGATION INCLUDING DEPUTY OR ACTING

- (1) A reference to a Municipal Official under this bylaw includes a person who is from time to time the Deputy of the Officer or Employee or is appointed to act in the capacity of the Officer or Employee in their absence.

4. ESTABLISHMENT OF OFFICERS

- (1) Council declares that the persons holding the following positions are Officers of the City, under Section 146 of the *Community Charter*:
 - (a) Chief Administrative Officer (CAO);
 - (b) Director of Corporate Administration; and
 - (c) Director of Financial Services.
- (2) The Chief Administrative Officer appoints the Director of Corporate Administration and the Director of Financial Services as Officers and may establish additional officer positions as deemed necessary from time to time.
- (3) Selection of the Acting CAO will be made by the CAO, with notification to be given to Mayor and Council and staff.
- (4) In the event of incapacitation of the CAO or vacancy in that position, the selection of an Acting CAO will be made by the Mayor and Council.

5. POWERS, DUTIES AND FUNCTION OF CITY OFFICERS

- (1) The Chief Administrative Officer shall have in addition to the powers and duties prescribed by bylaw or resolution, the *Community Charter*, the *Local Government Act* or any provincial statutes the following powers, duties and functions:
 - (a) to provide overall management of the operations of the City;
 - (b) advising and informing the council on the operation and affairs of the City;
 - (c) to plan, coordinate, direct, supervise and control the day-to-day business affairs of the City in accordance with the policies and plans approved and established by Council;
 - (d) to develop, establish and maintain comprehensive policies to direct the activities of all departments of the municipal service;
 - (e) to receive, compile, consider and present to Council recommendations arising from departmental operations which require Council approval, and to propose by-laws or resolution arising from such recommendations;
 - (f) to direct the preparation of and presentation to Council for consideration and approval, the annual budget and five year financial plan;
 - (g) to select Senior Management Team members and Officers and to coordinate, motivate, direct and supervise these key officials and prescribe their duties and responsibilities;

- (h) is responsible for the administration of exempt staff compensation within the corporate policies and budget established by Council;
- (i) authorize the use or budgeted purchase or sale of municipal facilities, equipment and services and authorize the awarding of contracts for budgeted items;
- (j) supervise the calling and awarding of tenders for the supply of materials, equipment, services or construction approved by Council;
- (k) award contracts up to \$250,000 in value;
- (l) have the authority to delegate and designate authority limits, not in excess of the value above the CAO contract award limit.
- (m) authorize lawyers to defend, or conduct any action or proceeding in any court of law or before any tribunal, arbitrator, board, or any person, for or on behalf of the Municipality;
- (n) authorize settlements of claims against the Municipality, individual claim amounts are to be capped at \$250,000; and
- (o) Authority to negotiate and enter into contracts, agreements and other legal instruments with regard to the acquisition, disposition, leasing, licencing or otherwise encumbering City property or acquire interests, rights or otherwise obtain benefits in favour of City property which shall include the authority to enter into easements, rights of way, licenses, options, rights of first refusal, other forms of encumbrances including financial charges or covenants that encumber City property or that provide rights and benefits in favour of City property.
- (p) authority to execute on behalf of the City all agreements and other legal instruments, with regard to the acquisition, disposition or use of City-owned property, but no instrument disposing of land or an interest in land shall be executed until all statutory requirements applicable to such disposition have been met. Without limitation, this section applies to transfers, mortgages, leases, easements, common law restrictive covenants, statutory rights of way, statutory building schemes, subdivision plans and other land title office plans requiring the execution of the owner, encroachment agreements and other licenses of occupation, and to modifications, discharges and amendments of such instruments.

Added by Bylaw
2171 (and the rest
renumbered)

(2) The Director of Corporate Administration is assigned:

- (a) the responsibility of corporate administration for the City, which includes the statutory powers, duties and functions specified in Section 148 of the *Community Charter*;
- (b) the administration of civic elections as the Chief Election Officer;

- (c) the duties of the “head” for the purposes of the *Freedom of Information and Protection of Privacy Act*;
- (d) the authority to provide a notice required by statute or other laws in relation to a bylaw or to an action, decision or other matter; and
- (e) authority to execute on behalf of the City all agreements and other legal instruments, with regard to the acquisition, disposition or use of City-owned property, but no instrument disposing of land or an interest in land shall be executed until all statutory requirements applicable to such disposition have been met. Without limitation, this section applies to transfers, mortgages, leases, easements, common law restrictive covenants, statutory rights of way, statutory building schemes, subdivision plans and other land title office plans requiring the execution of the owner, encroachment agreements and other licenses of occupation, and to modifications, discharges and amendments of such instruments.

(3) Director of Financial Services is assigned:

- (a) the responsibility of financial administration for the City, which includes the statutory powers, duties and functions specified in Section 149 of the *Community Charter*; and
- (b) the responsibility as the collector of taxes for the City.

6. APPOINTMENT OF APPROVING OFFICER

(1) Pursuant to Section 77 of the *Land Title Act*, Council hereby appoints the Director of Planning and Development Services as the Approving Officer and hereby appoints the Director of Engineering and Municipal Operations and the Manager of Planning as the Deputy Approving Officers of the City. *Updated by Bylaw 2222*

~~(1) Pursuant to Section 77 of the *Land Title Act*, Council hereby appoints the Director of Planning and Development Services as the Approving Officer for the City and hereby appoints the Director of Engineering and Municipal Operations as the Deputy Approving Officer of the City.~~

7. INDEMNIFICATION

- (1) The City shall indemnify and continue to indemnify its municipal officials and pay legal costs incurred in a court proceeding arising out of any such claim provided that and so long as the municipal official is to be indemnified:
 - (a) does not admit or assume liability, enter into a settlement, or enter into any plea of guilt without the consent of the CAO if the claim is less than \$250,000 or if the claim is greater than \$250,000 with the approval of Council given by resolution;

- (b) has promptly after being served with a document initiating an action or prosecution delivered a copy of the same to the Director of Corporate Administration;
- (c) consents in writing to the City having the sole discretion to appoint and instruct legal counsel, conduct all necessary investigations, to have full conduct of the defence of the claim, to enter into settlement negotiations and, where appropriate, settle the claim, action or prosecution;
- (d) assists the defence, the City and the defence counsel, including by giving truthful evidence, securing information, evidence and witnesses and by cooperating with the City and the defence counsel in the defence of the action or prosecution.

(2) The City will not indemnify a municipal official where the municipal official has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct.

(3) For the purpose of this bylaw and subject to the conditions herein the terms officer, employee, municipal official include former officers, employees and officials of the City provided that they were acting in that capacity at the time the cause of action arose.

8. SUSPENSION OF OFFICERS

(1) Suspension of an Officer shall be in accordance with Section 151 of the *Community Charter*.

9. TERMINATION OF OFFICERS

(1) Termination of employment of any Officer shall be in accordance with Section 152 of the *Community Charter*.

10. SEVERABILITY

(1) If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

11. REPEAL

(1) The "City of White Rock Officers and Employers Bylaw, 2008, No. 1829" and all amendments thereto are hereby repealed.

(2) The "City of White Rock Officers, Employees, and Council Members Indemnification Authorization Bylaw, 1996 No. 1480" and all amendments thereto are hereby repealed.

12. CITING

(1) This Bylaw may be cited for all purposes as the "City of White Rock Officer and Indemnification Bylaw, 2012, No. 1994".

RECEIVED FIRST READING on the	29 th day of	October, 2012
RECEIVED SECOND READING on the	29 th day of	October, 2012
RECEIVED THIRD READING on the	29 th day of	October, 2012
RECONSIDERED AND FINALLY ADOPTED on the	26 th day of	November 2012



MAYOR

DIRECTOR OF CORPORATE ADMINISTRATION

March 17, 2020

Colleen Ponzini

Redacted S. 22

By email: **Redacted S. 22**

Dear Colleen:

**RE: EMPLOYMENT OFFER – DIRECTOR, FINANCIAL SERVICES
AMENDMENT OF MARCH 17, 2020 OFFER LETTER**

It is my pleasure to write this letter outlining the City of White Rock's offer of Regular Fulltime employment as Director, Financial Services commencing March 18, 2020. This position reports to the Chief Administrative Officer.

Your salary will commence at \$156,000 per year. Your employment is subject to a six-month probationary period, and if successful, you will be confirmed in this position. Your probationary period will be guided and evaluated according to the Work Plan that will be established and discussed with you shortly upon beginning in the role.

Upon successful completion of your probationary period, your salary will adjusted to \$160,445, which is the maximum of the position's salary range. Your salary will be adjusted in accordance with any general increases awarded to the Exempt staff as part of the City's Exempt Compensation Program.

The normal hours of work are from 8:30 a.m. to 4:30 p.m., Monday to Friday, with a one-hour unpaid lunch break. When required to work outside of these regular hours, you will be compensated in accordance with City policies.

The City values and encourages ongoing professional development. As such, the City will provide funding to you for professional development or membership in appropriate professional organizations in accordance with City policy.

The City offers a full range of benefits, as outlined in the Human Resources Staff Policy Directives. Further particulars of each benefit are available for your review. Your current entitlements are outlined below:

- **Vacation:** Your vacation date is established as 2020. As a result, you will be provided 20 days of vacation per year, which will be prorated to 105 hours (15 days) for the year 2020.
- **Time in Lieu of Extra Hours Worked:** As a Group 2 Exempt Employee, you will be awarded three weeks per year in recognition of extra hours worked on a regular basis. Also, you will be awarded an additional five days per year in Lieu Time in recognition that your position is required to attend Council meetings outside of normal working hours on a regular basis. Your total In-Lieu Time entitlement in 2020 will be prorated to 105 hours (15 days).
- **Sick Leave:** Sick leave credits will be added to your bank in a lump sum for the first calendar year (18 days) and thereafter in monthly increments of 1.5 days. These credits may be drawn upon for paid time off when necessary due to illness or injury with the provision of satisfactory medical evidence.

Human Resources

P: 604.541.2158 | F: 604.541.2150

City of White Rock

15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

WHITE ROCK
My City by the Sea!

www.whiterockcity.ca

Colleen Ponzini – Conditional Offer of Employment

- **Life Insurance, AD&D, LTD, Extended Health and Dental Benefits:** The City pays benefit premiums in full. Coverage is subject to the policy terms and will commence April 1, 2020.
- **Pension:** Your pension contributions to the Municipal Pension Plan will continue uninterrupted.
- **Employee and Family Assistance Program:** Effective April 1, 2020 you and your household are entitled to participate in our Employee Assistance Program. Our current provider is Homewood Health, Pacific Blue Cross partner.
- **Active Living:** Each season you may register for up to two approved Recreation programs after paying an annual nominal registration fee. Details are available on the employee website or through the Recreation and Culture Department.

Applicable Human Resources Staff Policy Directives will govern many of these and other details of the employment relationship and these may be amended periodically. You will be provided with information on all current policies and will be asked to acknowledge your awareness of them.

To indicate your acceptance of these terms, please sign in the space below.

Yours truly,



Jacquie Johnstone
Director, Human Resources

I have read the above and agree to the terms and conditions.


Colleen Ponzini

March 18, 2020
Date