

NO: R218

COUNCIL DATE: October 1, 2018

REGULAR COUNCIL

TO: Mayor & Council

DATE: September 26, 2018

FROM: General Manager, Planning & Development

FILE: 0480-20 (Technical Safety BC)

SUBJECT: Data Sharing with Technical Safety BC

RECOMMENDATION

The Planning & Development Department recommends that Council:

1. Receive this report for information;
2. Direct staff to proceed with implementing the data sharing process with Technical Safety BC as described in this report;
3. Approve the Mayor executing a Memorandum of Understanding with Technical Safety BC to share data information; and
4. Direct City Clerk to forward a copy of this report to Technical Safety BC.

INTENT

The intent of this report is to provide Council with background information on a proposed data sharing agreement with Technical Safety BC and to endorse staff executing the Memorandum of Understanding (“MOU”) (attached as Appendix “I”) leading to data sharing. This data sharing will reduce red tape for City staff processing electrical permit applications and will help Technical Safety BC have information on Surrey-related electrical permit information which is not currently included in their Provincial database.

BACKGROUND

The City of Surrey (“the City”), on behalf of the Province and Technical Safety BC, is managing the electrical permitting and inspection process for Surrey. Over the past ten years, the permitting and inspection system has been subject to many upgrades, resulting in the current process being now almost all digital-based. Currently, 90% of electrical permits are applied for online and inspection results are provided to clients in digital format.

The City has been in collaboration with Technical Safety BC for many years, as there are benefits in sharing information regarding some of the technology and processes being used by both organizations. Although some of the processes do vary, the City proceeds to inspect 100% of electrical work performed in the City, while Technical Safety BC uses a different approach with a

risk-based inspection system. This is reasonable when considering the territory covered by Technical Safety BC, which is roughly the entire province outside of some of the major cities.

DISCUSSION

With the City's and Technical Safety BC's electrical process being digital-based, there is a mutual benefit in sharing information. For example, the City, before being able to issue an electrical permit, must verify with Technical Safety BC if the electrical contractor applying for the permit is in good standing. This process is currently performed manually by staff. Being able to automate this function would save time and reduce "red tape" in the permit-issuing process.

Technical Safety BC is using a custom program to determine if their staff is required to proceed with a field inspection. This information is based on the past performance of the electrical contractor, the complexity of the proposed work, and the risk associated with the proposed work. Technical Safety BC also performs random inspections of jobs. Technical Safety BC will benefit from having access to the City's database, which will provide them with more accurate information on electrical contractors performing work in the City and their compliance performance records.

Over the past few months, Technical Safety BC and City of Surrey staff have been designing and testing a digital system that would allow both organizations to benefit from sharing data from their electrical permit and inspection systems. Executing a formal Memorandum of Understanding on this proposed data sharing process would allow the system to be fully implemented and would benefit both organizations. Staff in both organizations are now ready to start the data sharing process once the MOU has been approved by Council and executed by both organizations.

Once the process is fully implemented and robust, Technical Safety BC has offered to share their artificial intelligence program they currently use to manage their electrical inspections. This is something City staff is interested in implementing as it could benefit both clients and the City in improving risk management.

SUSTAINABILITY CONSIDERATIONS

The data sharing agreement will assist in achieving the objectives of in the City's Sustainability Charter 2.0. and will help support the following Desired Outcomes (DO) and Strategic Directions (SD):

DO14: Surrey is the region's innovation hub, focusing on health and clean technologies, and creating significant local and regional economic impacts.

SD11: Connect business, universities, industry associations and non-profits to collaborate on research and innovative economic development planning and projects.

SD12: Create and build economic information and intelligence.

CONCLUSION

As such, it is recommended that Council:

1. Direct staff to proceed with implementing the data sharing process with Technical Safety BC;
2. Approve the Mayor executing a Memorandum of Understanding with Technical Safety BC to share data information; and
3. Direct City Clerk to forward a copy of this report to Technical Safety BC.

Original signed by
Jean Lamontagne
General Manager, Planning & Development

JLL/ar

Appendix "I" –Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

BETWEEN:

The British Columbia Safety Authority
(hereinafter referred to as “Technical Safety BC”)

AND:

City of Surrey
(hereinafter referred to as “the City”)

(Collectively known as the “Parties”)

This Memorandum of Understanding (“MOU”) forms the basis for a consultative partnership between Technical Safety BC and the City in the delivery of technical safety services, and outlines the intent of the Parties to expand upon areas of cooperation for the purpose of improving safety.

WHEREAS under the *Safety Standards Act* (“Act”), the Minister responsible for the administration of the Act may delegate any provision of the Act and associated regulation to an authority or to a local government.

AND WHEREAS Technical Safety BC is a not for profit corporation constituted under the *Safety Authority Act* with delegated authority under the Act to oversee the safe installation and operation of regulated technical systems and equipment in British Columbia.

AND WHEREAS the City is a local government defined by the *Local Government Act* with delegated authority under the Act to administer certain provisions of the Act and regulations within its jurisdiction.

AND WHEREAS the details of Technical Safety BC and the City’s delegation can be found in the Administration Delegation Regulation.

AND WHEREAS Technical Safety BC and the City have a common interest to work together on: issues and opportunities of benefit to both parties, the achievement of delegated authority, and improvements in their respective jurisdictions of the goals of efficiency and safety.

Technical Safety BC and the City wish to enter into this MOU, in good faith, to enable both parties to carry out their responsibilities in a comprehensive and coordinated manner, without compromising the independence of either party, and within the provisions of applicable legislative authorities governing privacy and access to information. Given the foregoing, it is mutually understood that:

Collaboration

1. Technical Safety BC and the City will explore opportunities where mutual benefit may exist for the development, delivery, and ongoing maintenance of products and services necessary in the administration of the Act in their respective jurisdictions.

2. Technical Safety BC and the City will consult with each other in advance where proposed policies, regulations, by-laws or public communications may affect the other, including but not limited to activities related to the administration of the Act.
3. Technical Safety BC will consult with the City during each code review that relates to a technology under the jurisdiction of the City.
4. Technical Safety BC and the City may, where appropriate, cooperate in the development and implementation of information and education activities.
5. The City will contact Technical Safety BC where there is an issue that requires intervention from a Provincial Safety Manager such as clarification on existing interpretations of legislation and regulation, discussing the issuance of safety orders or escalating enforcement to discipline orders.
6. Technical Safety BC and the City are encouraged to collaborate on technical issues through a Provincial Safety Manager and the City's Chief Building Official.
7. Technical Safety BC and the City are encouraged to collaborate on issues involving operations or building practices through Technical Safety BC's Regional Business Leader and the City's Chief Electrical Official.
8. The Leader, Policy and Government Relations or specified delegate of Technical Safety BC and the General Manager or specified delegate of the City will collaborate and connect as needed to discuss areas of strategic growth and opportunities to improve the delivery of safety services.
9. The City and Technical Safety BC will make all reasonable efforts to have representatives participate at all semi-annual Safety Standards Administrative Group meetings.

Incidents

10. Technical Safety BC and the City will make all reasonable efforts to keep each other informed of significant risks or emerging trends which includes but is not limited to hazards, incidents, and non-compliances.
11. The City will notify Technical Safety BC when an incident occurs in their jurisdiction involving a technology administered by the City under the Act. Details that must be shared with Technical Safety BC include: date of incident, location of incident, equipment involved, description of damage/injury, an overview of the incident and the response by the City.
12. Technical Safety BC will notify the City as soon as practicable when an incident in the City's jurisdiction is reported to Technical Safety BC. Technical Safety BC will share any details they have received regarding an incident with the City.

13. Technical Safety BC and the City will provide annual reports of incidents in their jurisdiction to the other party. The City will make all reasonable efforts to provide a report prior to the end of each calendar year so that Technical Safety BC may include the statistics in their annual State of Safety Report.
14. Technical Safety BC will share hazard, incident and non-compliance data with the City through the annual State of Safety Report and through any additional data sharing agreement made subsequent to this MOU.
15. The City will make all reasonable efforts to advise Technical Safety BC or a Provincial Safety Manager of any incident that involves severe damage to property, personal injury or fatality within 24 hours of the incident occurring.

Other Matters

16. Nothing in this MOU precludes or supersedes any legal requirement that either party must fulfill under the Act. This includes but is not limited to the City submitting records for the Registry per section 22 of the Act and Technical Safety BC maintaining the Registry per Part 5 of the Act.
17. Information sharing agreements may be made subsequent to this MOU but will not form part of this MOU.
18. Any information exchanged between the Parties will be kept strictly confidential by the receiving party. The Parties acknowledge that they are subject to the *Freedom of Information and Protection of Privacy Act* and that any exchange of information is subject to applicable legal obligations that require or prohibit the disclosure of information.
19. This MOU constitutes the entire MOU between Technical Safety BC and the City. It supersedes all previous negotiations, communications, and other agreements between Technical Safety BC and the City relating to the subject matter.
20. This MOU is made in good faith and in the spirit of cooperation. It is not legally binding and is not to be used in any legal or other proceedings.
21. The Parties remain independent and nothing in this MOU creates a partnership, agency, or joint venture between the Parties.
22. At any time, Technical Safety BC and the City may agree to amend the terms of this MOU or add appendices to this MOU. Amendments to the MOU or appendices will be in writing, dated, and executed on behalf of the parties. Once executed, such amendments will form a part of this MOU.
23. The Parties will review this MOU every three years and will agree to restate as is or make amendments as necessary. Unless restated, replaced or otherwise terminated, this MOU will remain in effect.

24. Either party can terminate this MOU by giving two months written notice of termination to the other party. In addition the parties may agree to terminate this MOU at any time with the concurrence of the parties by an exchange of letters.

This MOU is effective as of _____, 2018.

City of Surrey

Technical Safety BC