# The City of West Kelowna

Audit planning communication to the Mayor and Council for the year ended December 31, 2024

**START** 





# To the Mayor and Council of the City of West Kelowna

We are pleased to provide you with this planning communication to highlight and explain key issues which we believe to be relevant to the audit of The City of West Kelowna (the "City") financial statements for the year ended December 31, 2024.

The enclosed planning communication includes our approach to your audit, the significant risks we have identified and the terms of our engagement. At the year-end meeting, we will provide you with a copy of our draft audit opinion and discuss the nature, extent and results of our audit work. We will also communicate any significant internal control deficiencies identified during our audit and reconfirm our independence.

Our audit and therefore this communication will not necessarily identify all matters that may be of interest to the Mayor and Council in fulfilling its responsibilities. This communication has been prepared solely for the use of the Mayor and Council and should not be distributed without our prior consent. Consequently, we accept no responsibility to a third party that uses this communication.

We look forward to completing our draft audit report opinion and discussing our conclusions with you. In the meantime, please feel free to contact us if you have any questions or concerns.

Yours truly,

BDO Canada LLP

January 14, 2025



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# Audit at a glance







# Your dedicated BDO audit team

Sinéad Scanlon, CPA, CA Engagement Partner

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### Our independence

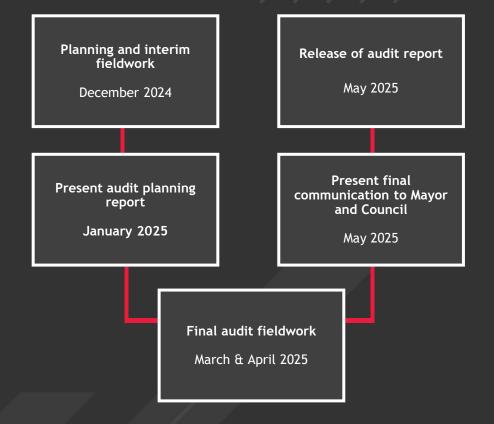


We have complied with relevant ethical requirements and are not aware of any relationships between The City of West Kelowna and our Firm that may reasonably be thought to bear on our independence.





# Audit timeline





**BDO'S DIGITAL AUDIT SUITE** 

APT Next Gen

We use our APT Next Gen software and documentation tool to save time, streamline processes, and go paperless with your audit.

**LEARN MORE** 

DISCOVER THE DIGITAL DIFFERENCE



# Auditor's responsibilities: financial statements

We are responsible for forming and expressing an opinion on the financial statements that have been prepared by management, with oversight by those charged with governance. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities. The scope of our work, as confirmed in our engagement letter attached as Appendix A to this letter, is set out below:

### Year-End Audit Work

- ▶ Work with management towards the timely issuance of the financial statements.
- ▶ Provide timely and constructive management letters. This will include deficiencies in internal control identified during our audit.
- Present significant findings to the Mayor and Council including key audit and accounting issues, any significant deficiencies in internal control and any other significant matters arising from our work.



We are required to obtain an understanding of the system of internal control in place in order to consider the adequacy of these controls as a basis for the preparation of the financial statements, to determine whether adequate accounting records have been maintained and to assess the adequacy of these controls and records as a basis upon which to design and undertake our audit testing.

We are required to report to you in writing about any significant deficiencies in internal control that we have identified during the audit.





# Auditor's responsibilities: fraud

We are responsible for planning and performing the audit to obtain reasonable assurance that the financial statements are free of material misstatements, whether caused by error or fraud, by:

- ▶ Identifying and assessing the risks of material misstatement due to fraud;
- Dobtaining sufficient and appropriate audit evidence regarding the assessed risks of material misstatement due to fraud, through designing and implementing appropriate responses; and
- ▶ Responding appropriately to fraud or suspected fraud identified during the audit.

The likelihood of not detecting a material misstatement resulting from fraud is higher than the likelihood of not detecting a material misstatement resulting from error because fraud may involve collusion as well as sophisticated and carefully organized schemes designed to conceal it.

### Behind the audit report



Learn how we audit your financial statements

SEE OUR PROCESS



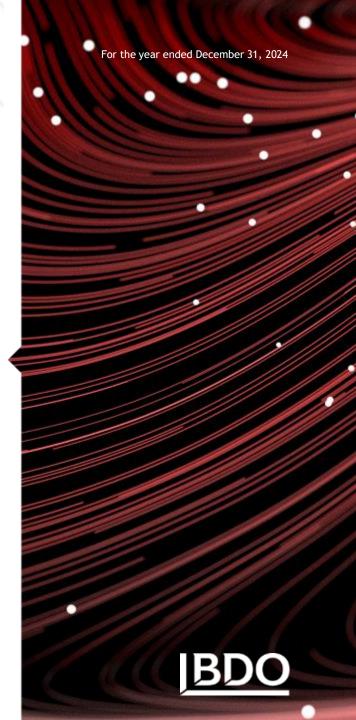


# Auditor's responsibilities: fraud

Throughout our planning process, we performed risk assessment procedures and related activities to obtain an understanding of the entity and its environment, including the City's internal control, to obtain information for use in identifying the risks of material misstatement due to fraud and made inquiries of management regarding:

- Management's assessment of the risk that the financial statements may be materially misstated due to fraud, including the nature, extent and frequency of such assessments;
- Management's process for identifying and responding to the risks of fraud in the City, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist;
- Management's communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in The City of West Kelowna; and
- Management's communication, if any, to employees regarding its view on business practices and ethical behavior.

We are not currently aware of any fraud affecting the City. If you are aware of any instances of actual, suspected, or alleged fraud, please let us know.





# Significant risks and planned responses

We have identified the following significant risks that require special audit consideration. These risks were identified based on our knowledge of the City, our past experience, and input from management and the Mayor and Council. Please review these significant risks and let us know your thoughts on these or any other areas of concern.

Financial statement areas	Risks noted	Audit approach
Revenue	Per CAS 240, "the auditor's responsibilities relating to fraud in an audit of financial statements", the auditor shall always presume that there are risks of fraud in revenue recognition unless the entity does not have either revenue or deferred revenue.	
Management Override of Controls	Per CAS 240.32, irrespective of our assessment of the risk of management override of controls, audit procedures must be performed to address the risk.	<ul> <li>Utilize computer assisted audit techniques to analyze manual journal entries and unusual transactions.</li> <li>Review significant accounting estimates for potential biases.</li> </ul>
New Vendors	Risk that new vendors are not legitimate – potential, industry level fraud risk.	Review list of new vendors and enquire with management to ensure that the transactions are for genuine business purposes.
New accounting standards:  • PS 3400 – Revenue  • PS 3160 – Public Private Partnerships (P3s)  • PSG-8 – Purchased Intangibles	There are new complex standards related to recognition, measurement, and disclosure of revenue, P3s, and purchased intangibles. There are risks including misclassification of assets or liabilities, errors in revenue recognition, and non-compliance with specific disclosure requirements.	Review of relevant contracts, financial statement accounts, and revenue recognized during the year to determine the applicability of new standards, with additional disclosures provided for compliance (if required).



# Materiality

We determined preliminary materiality to be based on 2.5% of total revenues of the City for the year.

Misstatements are considered to be material if they could reasonably be expected to influence the decisions of users based on the financial statements.

Our materiality calculation is based on the City's preliminary results. If actual results change significantly, we will communicate those changes to the Mayor and Council as part of our year-end communication.

We will communicate all corrected and uncorrected misstatements identified during our audit to the Mayor and Council, other than those which we determine to be "clearly trivial."

We encourage management to correct any misstatements identified throughout the audit process.





# How the firm's system of quality management (SoQM) supports the consistent performance of quality audit engagements

The firm is committed to maintaining high standards of audit quality that meet stakeholders' expectations and serve the public interest. We foster a culture where audit quality is at the center of our strategy and priorities. All partners and staff are accountable for performing quality engagements and upholding professional ethics, values, and attitudes.

The firm invested significant time and resources to establish and operate a SoQM that complies with the requirements set out in Canadian Standard on Quality Management 1 - Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements (CSQM 1) as issued by the Auditing and Assurance Standards Board (AASB). The SoQM ensures the firm and its personnel meet professional standards, legal and regulatory requirements, and conduct engagements accordingly, with reports issued appropriately for the circumstances.

Taken together our system of quality management supports consistent performance of audit engagements by focusing on eight components that operate in an iterative and integrated manner. These include:



### Standard for Audit Quality



CSQM 1

The quality of an audit depends not only on the people conducting it—but also on the systems underpinning it. These new rules up the ante for your audit quality.





# Establishing and improving the firm's SoQM

In establishing and continuously improving our firm's SoQM, we carried out the following for each of the SoQM components:

**OBJECTIVES** 

We established the quality objectives required by CSQM1 in the core components of our SoOM and any additional quality objectives as appropriate.

We identified the quality risks that may adversely affect achieving these objectives. These consider the nature and circumstances of the firm and the engagements it performs and the conditions, events or circumstances that may impact its SoQM.

RESPONSES

We designed and implemented appropriate responses (policies, procedures and controls) to mitigate the assessed quality risks to an acceptable level.

### **Evaluating SoQM:**

Our annual SoQM evaluation involves reviewing information about the system's design, implementation, and operation through monitoring activities. It includes testing response effectiveness, reviewing findings from inspections, and other relevant SoQM information. Using professional judgment, we assess whether identified findings represent deficiencies in the SoQM, investigating their root causes and evaluating their severity and pervasiveness.

### MONITORING

We monitor the design, implementation and operating effectiveness of the firm's SoQM to identify areas for improvement. Root cause analysis is performed on deficiencies identified and remedial actions are implemented on a timely basis. This robust monitoring and remediation process is important for continuous improvement in quality processes.

On at least an annual basis the firm evaluates whether these deficiencies have a severe and/or pervasive impact on the achievement of the quality objectives in the SoQM.

We identify emerging developments and changes in the circumstances of the firm or its engagements and adapt the SoQM to respond to such changes.





# Our audit approach: Responsiveness in action

Our firm is deliberately structured to allow one partner to every six staff members. This means easy access to senior staff and the lead partner throughout your audit. It also helps our team gain a better understanding of your organization.

Our audit process differs from the typical audit in our use of in-field reviews. The benefit of these in-field reviews is that final decision-makers are on site ensuring issues are resolved and files closed quickly.

We offer clients the full-service expertise of a national firm. Yet we maintain a local community focus. The comprehensive range of services we deliver is complemented by a deep industry knowledge gained from over 100 years of working within local communities.



### CONSISTENCY

Drives consistency and quality in audit execution throughout BDO, enabling us to be responsive to your size and location needs

### A DIGITAL APPROACH

We promote a paperless audit where we perform and document our audit and exchange information with you and your team using technology

### **EXCEPTIONAL DELIVERY**

Using our highly trained teams, underpinned by an exceptionally intuitive audit methodology, to enable timely and efficient delivery of your audit

# Discover how we're accelerating audit quality



## Audit Quality Report

We collected our core beliefs around audit quality, the very practical steps we take to sustain it, and the progress we have made to accelerate its quest.

Follow our progress





# Recommended Resources

### Staying in the know with knowledge and perspective

Key changes to financial reporting



When the rules of reporting change, you may need to fine-tune how to present financial statements and govern the organization.

ACCESS OUR
KNOWLEDGE CENTRE

The latest tax pointers



Corporate. Commodity. Transfer pricing.
International tax. Government
programs. Together they add up to
immense differences on the
organization's bottom line. Our tax
collection keeps you current.

STAY ON TOP OF TAXES

Trending topics



As a community of advisors with the best interests of our clients in mind, we keep our ear to the ground to bring insights and perspectives related to key business trends to you.

**EXPLORE NOW** 

Public Private Partnerships (P3s): A Practical Approach to Section PS 3160



This publication will walk through a practical approach to applying Section PS 3160 including: identification, recognition, measurement, and disclosures of P3 arrangements.

**READ ARTICLE** 



# Spotlight on ESG



Transformative world events—an international health crisis, social movements, shareholder and investor values, global supply chains, energy transition, smart cities, and sustainable finance—are transforming Canadian business.

Standards and regulations are rapidly changing to reflect the goals of all of your stakeholders. Organizations, investors, and customers are embracing environmental, social, and governance (ESG) considerations as important measures of success. Non-financial and financial information is becoming more interconnected.

### **ESG Insights**



Sector insights at your convenience

**EXPLORE NOW** 





# Spotlight on public sector



# Industry insights to shape your business

At BDO, we help governments create efficient ways of working to achieve better outcomes for their citizens and public servants. From technology-based solutions to program development, advisory and audit, our team can guide you through critical strategic decisions to ensure you deliver on your vision, goals, and accountability expectations.

### **Public sector Insights**



Resources to support your business

**EXPLORE NOW** 



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For the year ended December 31, 2024



Appendix A: Engagement Letter

Appendix B: PSAS Updates





Appendix A: Engagement Letter





Tel: (250) 763-6700 Fax: +1 (250) 763-4457 Toll-free: 1-800-928-3307 BDO Canada LLP 1631 Dickson Avenue Suites 500 Kelowna, British Columbia V17 085

September 25, 2024

The City of West Kelowna 3731 Old Okanagan Highway West Kelowna, BC V4T 0G7

Dear Mr. Everton,

We understand that you wish to engage us as the auditors of The City of West Kelowna for its fiscal year ended December 31, 2024 and subsequent years.

We are pleased to perform the engagement subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future years until varied or replaced by another relevant written agreement.

Sinéad Scanlon, CPA, CA will be the Engagement Partner for the audit work we perform for you. The Engagement Partner will call upon other individuals with specialized knowledge to assist in the performance of services.

### Our Role as Auditors

We will conduct our audit(s) in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements prepared in accordance with Canadian Public Sector Accounting Standards are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Our audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by you, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, whether by fraud or error, may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal controls. However, we will communicate to you concerning any significant deficiencies in internal controls relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate matters required by professional standards, to the extent that such matters come to our attention, to you, those charged with governance and/or the board of directors.



### Reporting

Our audit will be conducted on the basis that the financial statements have been prepared in accordance with Canadian Public Sector Accounting Standards.

Our independent auditor's report will be substantially in the form set out in Canadian Auditing Standard (CAS) 700. The form and content of our report may need to be amended in the light of our audit findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

### Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

- (a) the preparation and fair presentation of the financial statements in accordance with Canadian Public Sector Accounting Standards. The audit of the financial statements does not relieve you of your responsibilities;
- (b) such internal controls as you determine are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) providing us with:
  - access, in a timely manner, to all information of which you are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
  - additional information that we may request for the purpose of the audit;
  - unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence;
  - financial and non-financial information (other information) that will be included in document(s) containing financial statements and our audit report thereon prior to the date of our auditor's report. If it is not possible to provide all the other information prior to the date of our auditor's report, you are responsible for provision of such other information as soon as practicable; and
  - written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.

### **Financial Statement Services**

We will obtain your approval, if during the course of our engagement we:

- (a) prepare or change a journal entry; or
- (b) prepare or change an account code or a classification for a transaction.

These services create a threat to our independence. We, therefore, require that the following be put into place:



Yours truly,

BDO Canada LLP

**Chartered Professional Accountants** 

Agreement of all the terms and conditions in this Agreement is hereby acknowledged by:

Signed by:	
Warren Everton	2024-10-07   14:42:24 PDT
Signature B00C284BD	Date
Warren Everton	CF0
Name (please print)	Position

Please carefully review this Agreement, which includes the attached Standard Terms and Conditions, prior to signing it. A complete copy of the signed engagement letter should be returned to us.



### Appendix 1 - Standard Terms and Conditions

### 1 Overview and Interpretation

- 1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services, including without limitation any non-disclosure agreements entered into in advance of this Agreement. This Agreement applies to Services whenever performed (including before the date of this Agreement). To the extent that any of the provisions of the accompanying letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.
- 1.2 In this Agreement, the following words and expressions have the meanings set out below:

**This Agreement** - these Standard Terms and Conditions, the letter to which they are attached, supporting schedules or other appendices to the letter, and any Summary of Services letters issued in future years

**Services** - the services provided or to be provided under this Agreement, and any other services which we agree to provide to you subsequent to the date of this Agreement that are not covered by a separate engagement letter

We, us, our, BDO - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario

**You, your** - the party or parties contracting with BDO under this Agreement. You and your does not include BDO, its affiliates or BDO Member Firms

**BDO Member Firm or Firms** - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

**Confidential Information** - all non-public proprietary or confidential information and Personal Information, including Client Documents

**Personal Information** - personal information that is or could be attributed to identifiable individuals

**Client Documents** - information (including internal financial information and internal records and reports) provided to us by you or on your behalf in connection with the performance of the Services

### 2 BDO Network and Sole Recourse

- 2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.
- 2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.



2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above, as well as all liability protections contained herein, as if they were a party to this Agreement. For greater certainty, you agree that other BDO Member Firms that are subcontractors may enforce any limitations or exclusions of liability available to us under this Agreement.

### 3 Respective Responsibilities

- 3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.
- 3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.

### 4 Working Papers and Deliverables

- 4.1 Ownership All reports (including assurance reports where applicable), written advice, working papers, and internal materials created or developed by us pursuant to this Agreement are owned by us, and we retain all property rights therein. All Client Documents continue to be your property, provided that we retain copies of such documents as necessary for our internal record keeping (including as required to comply with our professional obligations).
- 4.2 Oral advice and draft deliverables You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
- 4.3 **Translated documents** If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
- 4.4 Reliance by Third Parties Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any party other than you, and are intended for the benefit of only you. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction. The receipt by any third parties of any advice, opinions, reports or other work product is not intended to create any duty of care, professional relationship or any present or future liability between such third parties and us. For greater certainty, we expressly disclaim any liability of any nature or kind resulting from the disclosure to or unauthorized reliance by any third party on our advice, opinions, reports or other work product.
- 4.5 **Consent to use the Report** Nothing in this Agreement shall be construed as consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document and we expressly do not provide such consent. If you request consent for the use of our report, we will consider, at the relevant time, providing consent and any conditions that we may attach to such consent. Our consent must be in writing.
- 4.6 **Consent requests** In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information



is materially inconsistent with the related financial statements. Any consent request must be made on a sufficiently timely basis to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost and will be documented in a separate engagement letter.

### 5 Confidentiality

5.1 We will use Confidential Information provided by you only in relation to the Services or for internal and administrative purposes. You agree, however, that we may use such Confidential Information for predictive analytics to provide you with key performance indicators and other analysis and insights. We will not disclose any Confidential Information, except where required by law, regulation or professional obligation. You agree, however, that we may disclose Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing Services, provided that such parties are bound by reasonable confidentiality obligations no less stringent than in this Agreement.

### 6 Analytics

6.1 You agree that we may use anonymized and aggregated usage metrics, metadata or other tag identifiers, and Confidential Information that will not include any personally identifiable information, related to your use of BDO products and/or services to develop, modify and improve tools, services and offerings and for data analytics and other insight generation. Information developed in connection with these purposes may be used or disclosed to current or prospective clients as part of service offerings, however we will not use or disclose your name or any Confidential Information in a way that would permit you to be identified.

### 7 Privacy and Consent for Use of Personal Information

7.1 In order to provide our Services, we may be required to access and collect Personal Information of individuals that is in your custody. You agree that we may collect, use, store, transfer, disclose and otherwise process Personal Information as required for the purpose of providing the Services. Personal Information may be processed in various jurisdictions in which we or applicable BDO Member Firms and subcontractors providing Services operate and as such Personal Information may be subject to the laws of such jurisdictions. Personal Information will at all times be collected, used, stored, transferred, disclosed or processed in accordance with applicable laws and professional regulations and we will require any service providers and BDO Members that process Personal Information on our behalf to adhere to such requirements. Any collection, use, storage, transfer or disclosure of Personal Information is subject to BDO's Privacy Statement available at https://www.bdo.ca/en-ca/legal-privacy/legal/privacy-policy/.

### 7.2 You represent and warrant that:

- (a) you have the authority to provide the Personal Information to us in connection with the performance of our Services, and
- (b) the Personal Information provided to us has been provided in accordance with applicable law, and you have obtained all required consents of the individuals to whom such Personal Information relates in order to permit BDO to collect, use and disclose the Personal Information in the course of providing the Services.



### 8 Independence

8.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our Services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence.

### 9 Offers of Employment

9.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed Services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.

### 10 Professional and Regulatory Oversight and Legal Processes

- 10.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this Agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
- 10.2 Certain law enforcement, regulatory and other governmental bodies may also have the right under law or regulation to conduct investigations of you, including the Services provided by us. To the extent practicable and permitted by law or regulation, we will advise you of any such document request or production order we receive in connection with any such investigation prior to providing any documents in response to such request or order.
- 10.3 We are sometimes required by law, regulation, subpoena or other legal process, or upon your request, to produce documents or personnel as witnesses in connection with legal or regulatory proceedings. Where BDO is not a party to such proceedings, you shall reimburse us at our current standard billing rates for professional time and expenses, including without limitation, reasonable legal fees, expenses and taxes incurred in responding to such compelled assistance or request by you.

### 11 Electronic Communications

11.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.

### 12 Limitation of Liability

12.1 In any dispute, action, claim, demand for losses or damages arising out of the Services performed by BDO pursuant to this Agreement, BDO's liability will be several, and not joint and several, and BDO shall only be liable for its proportionate share of the total liability



- based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 12.2 In no event shall BDO be liable for indirect, consequential, special, incidental, aggravated, punitive or exemplary damages, losses or expenses, or for any loss of revenues or profits, loss of opportunity, loss of data, or other commercial or economic loss or failure to realize expected savings, including without limitation expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 12.3 BDO shall in no event be liable under this Agreement or otherwise in connection with the Services for any actions, damages, claims, fines, penalties, complaints, demands, suits, proceedings, liabilities, costs, expenses, or losses (collectively, "Liabilities") in any way arising out of or relating to the Services performed hereunder for an aggregate amount of more than the higher of:
  - (a) three times the fees paid to BDO by you, in a twelve consecutive month period, for the Services provided pursuant to this Agreement giving rise to the claim; and
  - (b) \$25,000.
- 12.4 The limitations of liability in this section apply whether or not the Liabilities asserted by you against BDO are incurred by you directly or as a result of a claim or demand against you by a third party.
- 12.5 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 12.6 You agree claims or actions relating to the delivery of Services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.
- 12.7 For purposes of this Section, the term "BDO" shall include BDO Canada LLP and its subsidiaries, associated and affiliated entities and their respective current and former partners, directors, officers, employees, agents and representatives. The provisions of this Section shall apply to the fullest extent of the law, regardless of the form of the claim, whether in contract, statute, tort (including without limitation, negligence) or otherwise.
- 12.8 **Tolling** If you issue a claim against BDO pertaining to the Services, and a third-party claim issued by BDO in that action is dismissed as a result of a contractual limitations period between you and the third-party defendant, then you agree to a reduction of that portion of your claim against BDO that can be ascribed or attributed to the third-party defendant.

### 13 Indemnity

13.1 To the fullest extent permitted by applicable laws, in the event of a claim or demand by a third party against BDO that arises out of or relates to the Services, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, or expenses resulting from such third party claim or demand, except to the extent that the same is finally determined to have resulted from BDO's negligence or intentional misconduct.



### 14 Alternative Dispute Resolution

- 14.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this Agreement, including any question regarding its existence, interpretation, validity, breach or termination, or the Services provided hereunder, through good faith negotiations.
- 14.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation using a mediator chosen by mutual agreement of the parties.
- 14.3 All disputes remaining unsettled for more than 60 days following the parties first mediation session with a mediator, or such longer period as the parties mutually agree upon, shall be referred to and finally resolved by arbitration. The parties agree that one arbitrator shall be appointed within twenty (20) days of receipt of the request for arbitration. If the parties cannot agree on the appointment of an arbitrator in such period then either party may immediately apply for the appointment of an arbitrator to a court of competent jurisdiction in the Province of the governing law as contained herein pursuant to such Province's applicable Arbitration Act. The place of arbitration shall be in the capital of the Province of the governing law as contained herein. Unless the arbitrator otherwise determines, the fees of the arbitrator and the costs and expenses of the arbitration will be borne and paid equally by the parties. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision whatsoever. The parties hereby waive any such right of appeal or judicial review which may otherwise be provided for in any provincial arbitration statute. Judgement upon the award, including any interim award, rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration shall be kept confidential and the existence of the arbitration proceeding and any element thereof (including but not limited to any pleadings, briefs or other documents submitted and exchanged and testimony and other oral submissions and any awards made) shall not be disclosed beyond the arbitrator(s), the parties, their counsel and any person to whom disclosure is necessary to the conduct of the proceeding except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

### 15 Limitation Period

- 15.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware or ought reasonably to have become aware of the facts giving rise to any such claim.
- 15.2 You shall in no event make any claim relating to the Services or otherwise under this Agreement later than four years after the completion of the Services under this Agreement.
- 15.3 To the extent permitted by law, the parties to this Agreement agree that the limitation periods established in this Agreement replace any limitation periods under any limitations act and/or any other applicable legislation and any limitation periods under any limitations act and/or any other applicable legislation shall not alter the limitation periods specified in this Agreement.



### 16 Québec Personnel

16.1 We may sometimes have individual partners and employees performing Services within the Province of Québec who are members of the Ordre des comptables professionnels agréés du Québec. Any such members performing professional services hereunder assumes full personal civil liability arising from the practice of their profession, regardless of their status within our partnership. They may not invoke the liability of our partnership as grounds for excluding or limiting their own liability. Any limitation of liability clauses in this Agreement shall therefore not apply to limit the personal civil liability of partners and employees who are members of the Ordre des comptables professionnels agréés du Québec.

### 17 Termination

- 17.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).
- 17.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all Services performed up to the date of termination, including Services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

### 18 Governing Laws

18.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of British Columbia in which BDO's principal Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

### 19 Survival

19.1 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

### 20 Force Majeure

20.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

### 21 Assignment

21.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.

### 22 Severability

22.1 The provisions of this Agreement shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law, regulation or professional standards. If any of these provisions shall be held to be invalid, void or unenforceable, then the remainder of



this Agreement shall not be affected, impaired or invalidated, and each such remaining provision shall be valid and enforceable to the fullest extent permitted by law.



### Appendix 2 - BDO HARMONY AND DATA EXTRACTION TERMS AND CONDITIONS

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### **Personal Information**

BDO shall not collect and you agree not to provide personal information to BDO in the course of the Data Extraction.

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### **Termination**

BDO may terminate the Data Extraction (in whole or in part) or access of any user to the Data Extraction (in whole or in part) at any time, without notice to the user, in which case these terms and conditions shall continue to apply in respect of your past access. BDO shall not be liable for any losses or inconvenience that result from its termination of the Data Extraction or your access to the Data Extraction.

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Appendix B: 2024 PSAS Updates



Public Sector Accounting Standards (PSAS) Update 2024



### Introduction

It was another active year for the Public Sector Accounting Board (PSAB or the "Board"). The Board was hard at work advancing the progress of a number of projects such as its government not-for-profit strategy, as well as approving a project to develop a comprehensive new standard for intangible assets. This publication will provide a look at these projects, as well as the impacts of new standards effective over the next few years such as the revised conceptual framework and the new reporting model. Use the table below to navigate to the sections of the publication most relevant for your organization.

NEW STANDARDS / AMENDMENTS EFFECTIVE FOR FISCAL YEARS BEGINNING ON OR AFTER:		
April 1, 2023	• Revenue	
	<ul> <li>Public Private Partnerships</li> </ul>	
	<ul> <li>Purchased Intangibles</li> </ul>	
April 1, 2026	Revised Conceptual Framework	
	New Reporting Model	
THE FUTURE OF PSAS:		
	• <u>Employment Benefits</u>	
	Intangible Assets	
	<ul> <li>Government Not-for-Profit Strategy</li> </ul>	
PUBLIC SECTOR ACCOUNTING DISCUSSION GROUP		

### Standards Effective April 1, 2023

Public sector entities must consider the impacts the following new and amended standards will have on upcoming December 31, 2024 year ends. Refer to the resources provided within each section for more detailed information on these changes.

### Revenue

### Overview

In November 2018, the Board issued new Section PS 3400, *Revenue*. Prior to this, the Public Sector Accounting (PSA) Handbook only contained guidance on specific revenue transactions such as taxation, government transfers, etc. As a result, many public sector entities consulted other sources of GAAP when accounting for types of revenue for which the PSA Handbook did not provide specific guidance, which resulted in diversity in practice.

New Section PS 3400 establishes overall guidance on how to account for and report revenue.

The standard makes a distinction between:	
Transactions that include performance obligations (exchange transactions)	Transactions that do not include performance obligations (non-exchange transactions)

A performance obligation is an enforceable promise to provide specific goods or services to a specific payor.

The distinction noted above is important as it impacts how revenue is recognized by the public sector entity. The process for recognizing revenue under Section PS 3400 can be summarized into the

### following five steps:



Adoption of the standard will be accounted for as a change in accounting policy and may be applied retroactively with restatement of prior periods or prospectively.

Further details on accounting for revenue under Section PS 3400 and adopting this new standard are available in our publication Revenue: A Practical Approach to Section PS 3400, which walks through: how to determine whether a revenue stream is within the scope of this standard; a five step approach to recognizing revenue and the appropriate measurement; a comprehensive example; disclosure requirements; transitional considerations; and practical considerations.

### Impact to your organization

Gaining an understanding of which revenue streams are included within Section PS 3400 is particularly important as this will help determine how significant the impact of the adoption of the new standard will be on your organization. Some additional items entities should consider include:

- Does your current accounting software track enough information to be able to meet the
  recognition requirements under Section PS 3400? If the answer is no, is there alternative
  software that should be considered or can tracking be completed on a manual basis in
  sufficient detail to meet the requirements under Section PS 3400?
- Are the right people in place with the appropriate knowledge to track the information to meet the requirements under Section PS 3400?
- Will you need more time or resources allocated to accommodate this new standard?
- Will this new standard cause a change in how your day-to-day operations occur?

### Resources

For additional guidance on how to get ready for and apply this new standard refer to the following resources available on our PSAS Accounting Knowledge Centre:

- Revenue: A Practical Approach to Section PS 3400
- PSAB at a Glance: Section PS 3400 Revenue

### Public Private Partnerships (P3s)

### Overview

In April 2021, the Board issued new Section PS 3160, *Public Private Partnerships*. These types of arrangements are becoming more common across Canada as public sector entities look for new ways to finance capital projects.

Section PS 3160 explains that a public private partnership within the scope of this new standard is:

 An arrangement between a public sector entity and a private sector partner where the public sector entity procures infrastructure using a private sector partner;

- With risk allocation that provides for public sector control of the asset at any point during the arrangement; and
- Where the private sector entity is obligated to do all of the following:
  - Design, build, acquire or better new or existing infrastructure;
  - o Finance the transaction past the point where the infrastructure is ready for use; and
  - o Operation and/or maintain the infrastructure.

Some key highlights of the accounting for public private partnerships under Section PS 3160 include:

Recognition	Initial Measurement	Subsequent Measurement
When to recognize an asset: Where infrastructure is acquired or bettered through a public private partnership, it is recognized as an asset of the public sector entity when the public sector entity controls:  • The purpose and use of the infrastructure;  • Access to the future economic benefits and exposure to risks of the infrastructure asset; and  • Significant residual interest in the infrastructure, if any, at the end of the public private partnership's term.	How to measure the asset: Initially recognize at cost.  What value: When cost of asset is both determinable and verifiable (such as from the procurement process) use those amounts to measure the asset.  When cost is not determinable or verifiable the cost is equal to the estimated fair value of the asset at the transaction date.	Infrastructure asset: Amortize the asset over its useful life in a rational and systematic manner.
<ul> <li>When to recognize a liability: Recognize an offsetting liability at the same time an infrastructure asset is recognized.</li> <li>Consideration: The type of consideration provided to the private sector partner determines the type of liability that is recognized and impacts subsequent measurement:         <ul> <li>Cash consideration/another financial asset: public sector entity recognizes a financial liability (financial liability model)</li> <li>Consideration is granting of rights (i.e., the right to charge end users): public sector entity recognizes a performance obligation (user pay model)</li> </ul> </li> </ul>	How to measure the liability: Offsetting liability is initially measured at the same value as the infrastructure asset less any amounts already paid to the private sector partner.	Liability: Depends on model used for initial measurement:  Financial liability model: Subsequent measured at amortized cost using the effective interest method.  User pay model: The liability is subsequently reduced as revenue is recognized by the private sector partner.

This standard may be applied retroactively or prospectively as follows:

Prospective Application •Control of infrastructure asset arose on or after April 1, 2023

Retroactive with or without prior period restatement

- Control of infrastructure asset arose prior to April 1, 2023 and the asset and related liability have not previously been recognized.
- Control of infrastructure asset arose **prior to April 1, 2023** and the **asset and related liability were previously recognized and now require adjustment** upon applying this new Section.

Further details on accounting for public private partnerships under Section PS 3160 and adopting this new standard are available in our publication <u>Public Private Partnerships (P3s): A Practical Approach to Section PS 3160</u>, which walks through: how to determine whether an arrangement/contract may be within the scope of this standard; the criteria that need to be met to recognize an infrastructure asset and corresponding liability; measurement of the infrastructure asset and liability; disclosure; and transitional considerations.

### Impact to your organization

Understanding the recognition requirements within Section PS 3160 is key as this will help determine how significant the impact of the adoption of this new standard will be on your organization. Some additional items entities should consider include:

- Previously recognized public private partnership arrangements may involve an adjustment upon transition to Section PS 3160 and will likely require additional disclosures, as the previous guidance entities typically followed in the past was not exactly the same as the guidance in Section PS 3160.
- Public private partnership arrangements within the scope of the new standard that were not
  previously recognized as they were considered off balance sheet items, will need to be accounted
  for under the new standard resulting in new assets and liabilities on the statement of financial
  position.
- Certain agreements/contracts may not include the actual cost of the infrastructure assets. In this case the cost or fair value of the infrastructure asset must be estimated. This process may require experts and others with relevant knowledge outside the team (e.g. independent appraiser, quotes or estimates). These experts should be engaged early in the process.

As these arrangements are often complex, there may be situations where additional assistance is needed. If you have not already, we encourage you to start preparing for the application of Section PS 3160 and to consult with your assurance provider early in the process to help resolve any challenges encountered.

### Resources

For additional guidance on how to get ready for and apply this new standard refer to the following resources available on our PSAS Accounting Knowledge Centre:

- Public Private Partnerships (P3s): A Practical Approach to Section PS 3160
- PSAB at a Glance: Section PS 3160 Public Private Partnerships
- P3 accounting: 1 new standard, 2 sectors, and the public-private repercussions

### **Purchased Intangibles**

### Overview

In November 2020, the Board issued new Public Sector Guideline (PSG) 8, *Purchased Intangibles*, which allows for the recognition of intangibles purchased through exchange transactions in the financial statements. Prior to this, the PSA Handbook prohibited the recognition of purchased intangibles in the financial statements of public sector entities following PSAS without the PS 4200 series of standards. PSG-8 was issued to provide high level interim guidance to permit the recognition of purchased intangibles to meet the needs of public sector entities and the users of their financial statements until a complete standard on accounting for intangible assets can be developed (refer to the <a href="Future of PSAS">Future of PSAS</a> section of this publication for the latest developments on PSAB's full intangible assets project).

### The main highlights of new PSG-8 include:

- •Providing a definition of purchased intangibles as identifiable non-monetary economic resources without physical substance acquired through an arm's length exchange transaction between knowledgeable, willing parties who are under no compulsion to act.
- •Allowing purchased intangibles to be recognized as assets when they meet the definition of an asset and the general recognition criteria in Section PS 1000, *Financial Statement Concepts*. Section PS 3210, *Assets*, provides guidance on applying the asset definition.
- •PSG-8 does not provide specific in-depth guidance on how to account for purchased intangibles, but directs the reader to consider the following guidance in determining how to account for purchased intangibles:
- oThe definition of an asset in Section PS 1000 and the additional guidance on the asset definition in Section PS 3210;
- oThe recognition, measurement, and disclosure concepts in Section PS 1000; and
- oThe GAAP Hierarchy in Section PS 1150, Generally Accepted Accounting Principles.
- •Purchased intangibles are classified as non-financial assets.
- •PSG-8 is applied retroactively or prospectively in accordance with Section PS 2120, *Accounting Changes*.

### Impact to your organization

Understanding the recognition requirements within PSG-8 is important as this will help determine how significant the impact will be on your organization. Some items entities should consider include:

- Does your organization have processes and resources in place to identify previously purchased intangibles, as this is a significant change for entities that were previously expensing such items?
- Does your organization have resources with the appropriate knowledge to develop an accounting policy on accounting for purchased intangibles initially and subsequently as the guidance in PSG-8 is very high level?
- Does your organization have a method/process for tracking information related to acquisitions, disposals, amortization, impairment, etc., of purchased intangibles going forward?

### Resources

For more guidance on how to get ready for and apply this new guideline refer to our <u>PSAB at a Glance</u>: PSG 8 - Purchased Intangibles available on our PSAS Accounting Knowledge Centre.

### Standards Effective April 1, 2026

Public sector entities will need to consider the impact the following new and amended standards will have on future March 31, 2027 and December 31, 2027 year ends. Refer to the resources provided within each section for more detailed information on these changes.

### **Revised Conceptual Framework**

### Overview

In 2010, the Board decided to undertake a project to review and update the conceptual framework for the PSA Handbook with the following goals:

- 1. Ensure the framework is still relevant; and
- 2. Ensure it properly reflects and is grounded in the public sector environment.

The revised conceptual framework guides the Board as it develops new standards or amends existing ones. The revised conceptual framework guides public sector entities when they need to develop an accounting policy when no other standard in the PSA Handbook specifically applies to a transaction.

The following provides an overview of the topics covered by the ten chapters of the revised conceptual framework.



The revised conceptual framework will replace the existing conceptual framework, which consists of Section PS 1000, *Financial Statement Concepts*, and Section PS 1100, *Financial Statement Objectives*. and is effective for public sector entities for fiscal years beginning on or after April 1, 2026, with earlier adoption permitted. The conceptual framework is to be applied prospectively.

### Impact to your organization

When amending or developing new entity-developed accounting policies a public sector entity needs to consider whether they are consistent with the revised conceptual framework and develop a plan of updating existing entity-developed accounting policies for consistency with the revised conceptual framework.

### Resources

For additional guidance on how to get ready for and apply this revised conceptual framework refer to the following resources available on the related <u>project page</u> on the FRAS Canada website:

- Visual The Conceptual Framework for Financial Reporting in the public Sector
- <u>In Brief</u> A plain and simple overview of the Conceptual Framework for Financial reporting in the Public Sector: then and now
- Webinar PSAB's New Conceptual Framework for Financial Reporting in the Canadian Public Sector

### **New Reporting Model**

### Overview

Related to PSAB's issuance of the revised Conceptual Framework discussed above, the Board has also issued Section PS 1202, *Financial Statement Presentation*, which is a new reporting model. This new reporting model will build upon existing Section PS 1201 of the same name to better respond to the need for understandable financial statements. The new reporting model consists of:

Statement/Ite	Key Changes
m	key Changes
Statement of Financial Position	<ul> <li>The statement will be significantly restructured to present total assets, then total liabilities to arrive at the net assets or net liabilities indicator.</li> <li>The net debt indicator will be relocated to its own statement.</li> <li>Liabilities will be separated into financial and non-financial categories.</li> <li>A new third component "accumulated other" would be added to net assets/liabilities.</li> </ul>
Statement of Net Financial Assets (Net Financial Liabilities)	<ul> <li>This is a new statement that will display a revised calculation of net debt: <ul> <li>A net financial asset position means there are financial assets available to provide services in the future and to settle future financial liabilities.</li> <li>A net financial liability position means there is a need for additional financial assets to aid in settling past financial liabilities. It reflects the entity's ability to finance activities, provide services or settle financial liabilities in the future.</li> </ul> </li> <li>There will also be an option to present the net financial assets/liabilities indicator at the bottom of the statement of financial position.</li> </ul>
Statement of Operations	<ul> <li>There are no changes to this statement from what is currently required under existing Section PS 1201.</li> </ul>
Statement of Changes in Net Assets (Net Liabilities)	<ul> <li>This is a new statement that will show a reconciliation between the opening and closing balances of each component of net assets or net liabilities.</li> <li>This statement will allow the entity to be transparent about which revenues and expenses are recognized in surplus or deficit and those that are recognized directly in a component of net assets or net liabilities.</li> </ul>
Statement of Cashflow	<ul> <li>The statement will be restructured such that financing activities will be separated from other items on the cash flow statement.</li> <li>This will allow the statement to highlight net cash before financing activities to show whether all of an entity's other activity combined resulted in the need to raise cash through financing activities.</li> </ul>
Notes & Schedules	<ul> <li>The financial statements will continue to be accompanied by notes and schedules.</li> </ul>

Budget	<ul> <li>New budget requirements including presentation of budget figures using the same basis of accounting, accounting principles, scope of activities and classifications as the actual amounts as well as, an acknowledgement on the face of the statements where an actual-to-budget comparison could not be completed.</li> </ul>

The new standard, along with related consequential amendments, will be effective for fiscal years beginning on or after April 1, 2026, with earlier adoption permitted if the entity adopts the revised conceptual framework at the same time.

### Impact to your organization

Understanding the new reporting model is particularly important as this will help determine how significant the impact will be on your organization. The new reporting model will significantly change the way that financial statements are presented to users. Some additional items entities should consider include:

- Whether changes are required to financial accounting systems used to support the new reporting model package.
- The need to restate prior year information to be in compliance with the new reporting model.
- Classification of items on the statement of financial position particularly liabilities to determine whether they are financial or non-financial. There may be instances where the classification is not straightforward.
- Educating financial statement users on the changes to the financial statement presentation.

### Resources

For additional guidance on how to get ready for and apply this new reporting model refer to the following resources available on the related <u>project page</u> on the FRAS Canada website:

- Visual Section PS 1202, Financial Statement Presentation
- Comparison of PSAB's Previous and New Reporting Model
- Webinar PSAB's New Reporting Model (Section PS 1202, Financial Statement Presentation)

### **Assurance Considerations**

Applying new standards can be complex and could impact the amount of assurance work required. Your assurance provider may be interested in gaining a deeper understanding on how your organization has / is planning to apply the new standards. Reach out to your assurance provider as soon as possible to understand the new requirements and to ensure you are prepared for your upcoming year-end.

### The Future of PSAS

The PSAB also has a number of projects on the go which seek to improve public sector standards to better meet stakeholder needs both now and in the future. The following provides a brief overview of some of these projects.

### **Employment Benefits Re-Exposure Draft**

For the past few years, the Board has been working on a multi-phase project on employee benefits. This project is needed as new types of pension plans have been introduced and there have been changes in the related accounting concepts since existing Sections PS 3250, *Retirement Benefits*, and PS 3255, *Post-employment Benefits*, *Compensated Absences and Termination Benefits*, were issued many years ago.

As part of the first phase of this project, the Board issued an Exposure Draft in July 2021 proposing to replace these two existing standards with new Section PS 3251, *Employee Benefits*. In line with PSAB's International Strategy, the principles in the Exposure Draft were based on International Public Sector Accounting Standard (IPSAS) 39, *Employee Benefits*, and amended as necessary if a principle is contrary to PSAB's conceptual framework or is not appropriate for application in Canada based on the Canadian public interest. The focus in this first phase of the project is on deferral provisions and discount rate guidance. In future phases, the Board may focus on developing guidance for accounting for non-traditional pension plans and other issues.

PSAB reviewed the feedback received on the original Exposure Draft, made amendments to the proposals to address the feedback and issued a Re-Exposure Draft in October 2024. The main features of the Re-Exposure Draft are as follows:

# Proposals substantially unchanged:

Many principles of the Re-exposure Draft **remain substantially unchanged** from the proposals in the original Exposure Draft as they were supported by respondents, including:

- Accounting guidance for short-term employee benefits, post-employment benefits, other long-term employee benefits and termination benefits;
- Accounting for defined benefit plans that results in a public sector entity recognizing the following amounts in surplus or deficit: current service cost; any past service cost and gain or loss on settlement; and net interest on the net defined benefit liability (asset); and
- Remeasurements of the net defined benefit liability (asset), which are recognized in accumulated remeasurement gains and losses and are not reclassified to surplus or deficit in subsequent periods.

# Key revised proposals:

 Reduction in number of funding status categories However, the Board received significant feedback that the proposals in the original Exposure Draft related to the discount rate guidance for defined benefit plans were too onerous. As a result, the Board determined amendments were necessary for the Canadian public interest as follows:

- The discount rate used in the measurement of a defined benefit plan is determined based on an assessment of the post-employment benefit plan's funding status, consistent with the July 2021 Exposure Draft. However, the Board reduced the number of possible funding statuses from three (fully funded, partially funded and unfunded) to two and simplified the discount rate to be used in each instance as outlined below:
  - Fully funded post-employment benefit plans would apply a fully funded discount rate based on the expected return on plan assets, consistent with the July 2021 Exposure Draft; and
  - All post-employment benefit plans not meeting the definition of "fully funded" are proposed to apply an underfunded discount rate based on the market yields at the end of the reporting period on government bonds, highquality corporate bonds or another financial instrument. This is a simplification from the original Exposure Draft.

### Funding status assessment simplified

- The original July 2021 Exposure Draft proposed that the funding status of a defined benefit plan be determined using an annual quantitative assessment of the sufficiency of the plan's existing assets to settle estimated obligation outflows. The Re-Exposure Draft simplifies the determination of the funding status assessment as follows:
  - A plan's funding status is assessed based on the consideration of primary and secondary indicators. Primary indicators of funding status include:
    - Qualitative indicators of a plan's funding, based on the existence of regulatory, legislative or contractual funding requirements; and
    - Quantitative indicators of a plan's funding, derived from the plan's most recently prepared actuarial valuation for funding purposes, instead

	of the separate annual quantitative assessment that was proposed in the original Exposure Draft.  o The determination of a plan's funding status is based on the preponderance of evidence available.
• Additional Disclosures	This proposed amended discount rate approach may require significant professional judgment in assessing a plan's funding status, and uncertainty in the recognition and measurement of fully funded defined benefit plans. As a result, the Re-Exposure Draft proposes to amend sensitivity disclosure requirements for fully funded plans to include the estimated impact of an underfunded discount rate on a public sector entity's defined benefit obligation.

The proposed new standard would be effective for fiscal years beginning on or after April 1, 2029 and would be applied retroactively with or without prior period restatement. We would encourage public sector entities to provide their feedback on the proposals in the Re-Exposure Draft, which can be accessed <a href="here">here</a>, prior to the close of the comment period on January 20, 2025. Information on how to respond can be found on the FRAS Canada website or by clicking <a href="here">here</a>.

### **Intangible Assets Project**

In September 2023, PSAB approved a project on intangible assets. The first phase of this project will be to develop a comprehensive standard on accounting for intangible assets that will replace the interim guidance in Public Sector Guideline (PSG),8, *Purchased Intangibles*, discussed earlier in this publication.

This standard will allow PSAB to fill an existing gap in the PSA Handbook by providing foundational guidance on accounting for intangible assets, including purchased and developed intangible assets. The standard will define intangible assets and provide guidance on recognition, initial and subsequent measurement and disclosure.

The development of the standard will follow PSAB's International Strategy and build off of the principles of International Public Sector Accounting Standard (IPSAS) 31, *Intangible Assets*. The IPSAS principles will be amended as necessary if a principle is contrary to PSAB's conceptual framework or is not appropriate for application in Canada based on the Canadian public interest.

Then the second phase of this project will involve PSAB developing a guideline on accounting for cloud computing arrangements in the Canadian public sector.

An Exposure Draft of the comprehensive intangible assets standard in the first phase of this project is expected to be issued in the first half of 2025. We would encourage public sector entities to stay up to date on this project and watch for the Exposure Draft, which will be available on the <u>project page</u> of the FRAS Canada website, and provide their feedback on the Board's proposals.

### Government Not for Profit Strategy - Capital Assets Project

While developing its 2017-2021 Strategic Plan, the Board signaled its intent to assess the specific needs of the users of government not-for-profit organization (GNFPO) financial statements and to assess if there is a need for some public sector accounting standards to apply differently to this particular group.

The Board issued various consultation papers between 2019 and 2021 to gather feedback. As a result, the Board decided that the best option going forward is to incorporate the PS 4200 series of standards into the PSA Handbook with potential customizations. This will involve the Board undertaking a series of standard-level projects to review the PS 4200 series to determine which standards / parts of standards will be included.

The first project is well underway and involves reviewing Section PS 4230, *Capital Assets held by Not-for-Profit-Organizations*, and Section PS 4240, *Collections held by Not-for-Profit Organizations*, to incorporate the guidance from these sections into Section PS 3150, *Tangible Capital Assets*. The Board issued an Exposure Draft in December 2023 on the proposed changes.

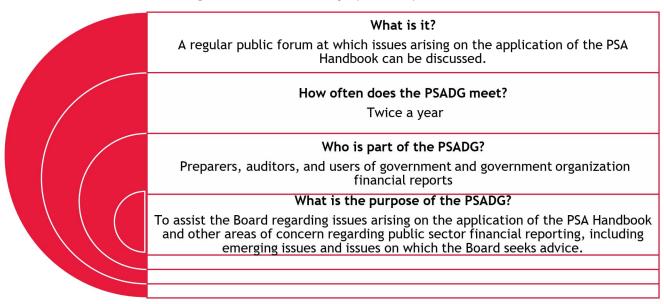
### The main features of the proposals are as follows:

- •Minor amendments to the definition of tangible capital assets;
- •Add guidance to identify a collection;
- Additional disclosures requirements to highlight the importance of works of art, historical treasures, and collections;
- Add guidance to clarify the accounting treatment for situations where a tangible capital assets is purchased at substantially below fair value and to clarify the accounting treatment for contributed materials and labour in determining the cost of a constructed tangible capital asset;
- •Withdraw Sections PS 4230 and PS 4240 once the amendments to Section PS 3150 are adopted.

The proposed changes would be effective for fiscal years beginning on or after April 1, 2029. The Board is currently deliberating feedback received and plans to approve the final amendments in December 2024 with issuance in the PSA Handbook in 2025.

We would encourage GNFPOs to stay up to date on this project by referring to the related <u>project page</u> of the FRAS Canada website, and to keep an eye out for the next project in this series that the Board will undertake.

### Public Sector Accounting Discussion Group (PSADG)



While the PSADG does not issue any authoritative guidance or interpretations, as only the Board has the ability to do so, the group's meeting summaries provide meaningful insights on the application of the standards that can be used as a resource. These meeting summaries are available on the FRAS Canada website or by clicking <a href="here">here</a>. During the group's November 2023 and June 2024 meetings, the following topics were discussed:

- Accounting for Extreme Weather: Effects on Tangible Capital Assets The group discussed the challenges in applying the existing guidance in the PSA Handbook in measuring and recognizing the financial impact of extreme weather events (e.g. flooding, forest fires, extreme hot and cold temperature impacts) on a public sector entity's tangible capital assets, in particular related to amortization methods, useful life, impairment, componentization, and encouraged PSAB to consider providing further guidance in this area.
- Asset Retirement Obligations: Exploration of Application Scenarios The group discussed
  application issues in applying new Section PS 3280, Asset Retirement Obligations, specifically
  related to determining legal obligations and reasonable estimates of the ARO liability, as well
  as other initial and subsequent measurement challenges.
- Upcoming International Public Sector Accounting Standards Board (IPSASB) Natural Resources Exposure Draft The IPSASB is planning to release an Exposure Draft in the fall of 2024 related to the development of on a new International Public Sector Accounting Standard (IPSAS) that would provide guidance on recognition, measurement, presentation and disclosure of natural resources. The group discussed various aspects of an early draft version of this Exposure Draft and provided feedback from a Canadian perspective.
- Considerations on Developing a Natural Resources Inventory The group discussed recent developments, including methodologies and processes, which could be considered by a public sector entity when establishing an inventory of its natural resources.
- Application of the GAAP Hierarchy: Operating Leases, Lessee Accounting Treatment In February 2024, PSAB issued an Exposure Draft that proposed the removal from PSG-2, Leased Tangible Capital Assets, of an outdated cross reference to former Part V of the CPA Canada Handbook Accounting related to accounting for operating leases. The group discussed potential options PSAB could consider to provide guidance to public sector entities on applying the GAAP hierarchy when accounting for operating leases from a lessee perspective.
- **Exploring Scalability of Standards** The group discussed the merits and potential implications of considering customized reporting for public sector entities and how the benefits may be greater for smaller entities.

### Staying up to date and getting involved

Public sector entities are able to stay up to date on topics discussed at these meetings by accessing the <u>searchable database</u> on the FRAS Canada website which contains a large variety of topics discussed at past meetings.

The PSADG is also interested in receiving issues for discussion from public sector entities and those working in this space. Issues can be submitted for consideration by the group via the <u>submission page</u> on the FRAS Canada website.

### Conclusion

As we head closer to the end of the year, now is the time to discuss with your BDO advisor how the changes made, and the proposed changes to the PSA Handbook will affect your organization. Reach out to us today.

### **About BDO**

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