



Public Meeting

**Tuesday, February 25, 2020 at
1:30PM at
Council Chambers, North York
Civic Centre
5100 Yonge St, North York**

<https://www.ontario.ca/laws/statute/90m50>

PUBLIC MEETING REVISED AGENDA
Tuesday, February 25, 2020 at 1:30PM at
Council Chambers, North York Civic Centre
5100 Yonge St, North York

www.tpsb.ca

Call to Order

Indigenous Land Acknowledgement

Declarations of Interest under the [*Municipal Conflict of Interest Act*](#).

1. Confirmation of the Minutes from the meeting held on [January 22, 2020](#).

Items for Consideration

2. January 6, 2020 from Mark Saunders, Chief of Police
Re: [Organizational Chart](#)
3. January 9, 2020 from Mark Saunders, Chief of Police
Re: [Request for Funds – Annual Community Events – 2020](#)
4. February 1, 2020 from Mark Saunders, Chief of Police
Re: [Robotic Process Automation Program - Request for Approval of Contract Value for Price Waterhouse Coopers](#)
5. January 21, 2020 from Mark Saunders, Chief of Police
Re: [Special Constable Appointments and Re Appointments – February 2020](#)
6. January 9, 2020 from Mark Saunders, Chief of Police
Re: [Auxiliary Members – Termination of Appointments: January 1 to December 31, 2019](#)

7. January 10, 2020 from Mark Saunders, Chief of Police
Re: New Job Description – Senior Advisor, Court Services
8. January 30, 2020 from Mark Saunders, Chief of Police
Re: Lease Extension Agreement for Parking Enforcement West Located at 970 Lawrence Avenue West
9. February 18, 2020 from Mark Saunders, Chief of Police
Re: Contract Award for Closed Circuit Television (C.C.T.V.) System Equipment Supply, Installation and Maintenance
10. February 12, 2020 from Mark Saunders, Chief of Police
Re: Child and Youth Advocacy Centre (C.Y.A.C.) for the City of Toronto Cooperation Agreement and Partner Services Agreement

Consent Agenda

11. January 14, 2020 from Peter Mowat, Manager of Labour Relations
Re: Annual Report: 2019 Summary of Grievances
12. January 7, 2020 from Mark Saunders, Chief of Police
Re: Annual Report: 2019 Protected Disclosure
13. January 10, 2020 from Mark Saunders, Chief of Police
Re: 2019 Annual Report: Healthy Workplace Initiatives
14. January 10, 2020 from Mark Saunders, Chief of Police
Re: Annual Report: 2019 Uniform Promotions
15. January 24, 2020 from Mark Saunders, Chief of Police
Re: Annual Report 2019 Statistical Report *Municipal Freedom of Information and Protection of Privacy Act*
16. January 14, 2020 from Mark Saunders, Chief of Police
Re: Quarterly Report: Occupational Health and Safety Update for October 1, 2019 to December 31, 2019 and Year-End Summary

17. January 6, 2020 from Mark Saunders, Chief of Police
Re: [Establishing a Community Police Office in Lawrence Heights](#)
18. January 8, 2020 from Mark Saunders, Chief of Police
Re: [2019 Secondment Listing](#)
19. December 18 , 2019 from Central Joint Health and Safety Committee
Re: [Public Minutes of Meeting No. 68 held on December 18, 2019](#)
20. April 15, 2019 from Mark Saunders, Chief of Police
Re: [Chief's Administrative Investigation into the Custody Injury to 2018.17](#)
21. April 29, 2019 from Mark Saunders, Chief of Police
Re: [Chief's Administrative Investigation into the Custody Injury to 2018.13](#)
22. October 25, 2019 from Mark Saunders, Chief of Police
Re: [Chief's Administrative Investigation into the Custody Injury to 2018.44](#)
23. May 16, 2019 from Mark Saunders, Chief of Police
Re: [Chief's Administrative Investigation into the Custody Injury to 2017.77](#)
24. April 23, 2019 from Mark Saunders, Chief of Police
Re: [Chief's Administrative Investigation into the Custody Injury to 2017.91](#)

NOTE: the previous agenda item listed as number 11 attaching the report titled *Corporate Donation to the Toronto Police Service's Emergency Task Force* has been withdrawn as the corporate donor, The Interior Systems Contractors Association of Ontario, has advised that it will be redirecting its funds to other community causes.

Adjournment

Next Meeting

**Date: Thursday, March 26, 2020 at 1:30PM at
Council Chambers, Scarborough Civic Center
150 Borough Drive, Scarborough, ON M1P 4N7**

Members of the Toronto Police Services Board

Jim Hart, Chair
Uppala Chandrasekera, Member
Michael Ford, Councillor & Member
Ainsworth Morgan, Member

Marie Moliner, Vice-Chair
Frances Nunziata, Councillor & Member
John Tory, Mayor & Member



Toronto Police Services Board Report

January 6, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Organizational Chart

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board) approve the new organizational chart for the Toronto Police Service (Service).

Financial Implications:

There are no financial implications relating to the recommendation contained within this report. The restructuring reflected in this report results in the realignment of various existing positions and units.

Background / Purpose:

At its meeting on January 25, 2001, the Board requested that all organizational charts be submitted on an annual basis (Min. No. P5/01 refers).

At its meeting on February 21, 2019, the Board approved a new organizational chart (Min. No. P21/19 refers).

In keeping with the requirement to report annually, this report is being submitted to advise the Board of recent restructuring changes which have taken place and request the Board's approval of the new organizational chart for the Service.

Discussion:

The following amendments are requested:

Office of the Chief

- The position of Strategic Advisor was added to the organizational chart – this is a fixed term contract position, and will be evaluated in 18 months to determine if this will be converted to a permanent role
- The Strategic Advisor role reports directly to the Chief, and works closely with the Chief and Command as a senior strategist and relationship manager, ensuring the seamless coordination and communication of Service-wide priorities, issues and initiatives to critical stakeholder groups.

Communities & Neighbourhoods Command and Priorities Response Command

- Effective January 27, 2020, Deputy Chief Shawna Coxon will be overseeing the Communities & Neighbourhoods Command and Deputy Chief Peter Yuen will be overseeing the Priorities Response Command.

Human Resources Command

- The Legal Services Unit, which initially reported directly to the Staff Superintendent of Corporate Risk Management pillar, has become an independent pillar and reports directly to the Deputy Chief, Human Resources Command.
- A Routine Order was published on October 10, 2019 to announce the change to the unit's reporting structure.

Unit Name Change

- Diversity & Inclusion has been renamed Equity, Inclusion & Human Rights. Aligned to the Service's mission of delivering police services in partnership with our communities to keep Toronto the best and safest place to be, the unit's new name highlights the aspects of Diversity, Equity, Inclusion and Human Rights.
- The name change will shift the unit's focus to the Service's principles of being actively accountable and trusted, transparent and engaged, inclusive and collaborative, and affordable and sustainable.

Information Technology Command

- Under the leadership of a Chief Information Officer, an Information Technology (I.T.) Command is being added.
- At the June 27 Board meeting, the Board passed a motion and approved the New Job Description – Chief Information Officer (Min. No. P138/2019 refers).

- Information Technology Services (I.T.S.) currently reports into the Chief Administrative Officer (C.A.O.), with one direct report; Director, I.T.S. It has been recommended to move the I.T.S. function in its entirety under the C.I.O. role.

Specialized Criminal Investigations (S.C.I.)

- The Specialized Criminal Investigations unit has been reinstated to mirror the format and reporting structure of Organized Crime Enforcement.
- The following units now directly report in to the Superintendent of S.C.I.: Sex Crimes, Homicide, Forensic Identification Services, and the Hold-up Squad.

Conclusion:

In summary, this report provides the Board with the Service's new organizational chart for approval.

I will be in attendance to answer any questions that the Board may have regarding this report.

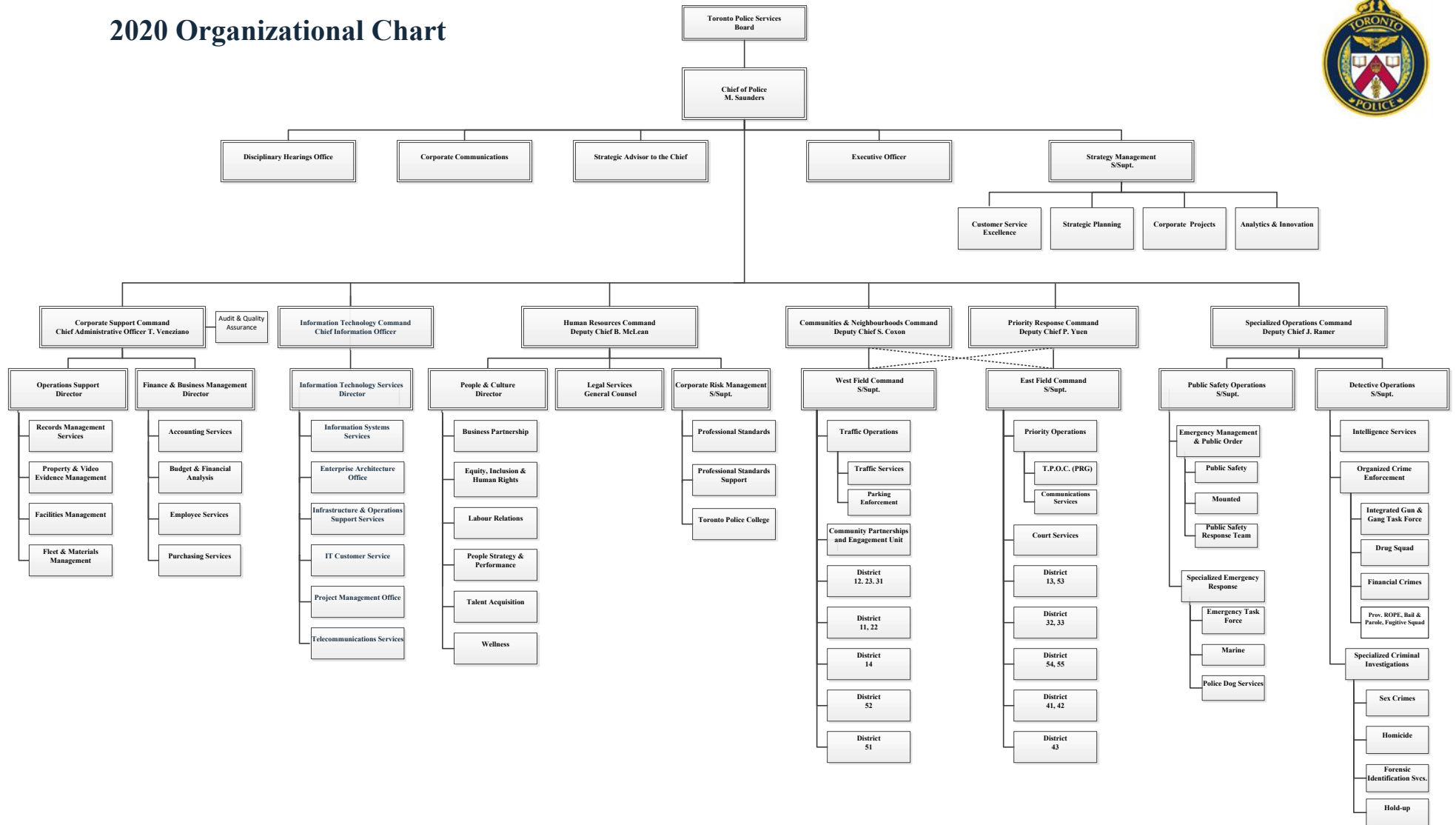
Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file at Board Office

Filename: Board Report – Organizational Chart 2020.doc

2020 Organizational Chart



Revised January 16, 2020



Toronto Police Services Board Report

January 9, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Request for Funds – Annual Community Events - 2020

Recommendation(s):

It is recommended that the Toronto Police Services Board (the Board) approve:

- 1) an expenditure in the amount of \$115.5K from the Board's Special Fund, less the return of any funds not used, to support the Annual Community Events listed within this report, and
- 2) of the increase of \$2K to annual funds allotted for the Asian Heritage Month celebrations for the reasons described within this report.

Financial Implications:

The Board's Special Fund will be reduced by \$115.5K, which is the total cost of expenditures related to the annual events listed in this report. The Special Fund balance was approximately \$680K as at January 21, 2020.

Background / Purpose:

The Board, at its meeting on July 22, 2010, granted standing authority to the Chair and the Vice Chair to approve expenditures from the Board's Special Fund for a total amount not to exceed \$10,000.00 per individual event for internal and community events annually hosted in whole or in part by the Board and the Toronto Police Service (Service). The Standing Authority would only apply to events that are to be identified in a list, which is provided to the Board for information at the beginning of each calendar year (Min. No. P208/10 refers).

This report provides the internal and external annual community events that are scheduled to take place in 2020.

Discussion:

Over 2.73 million people live in Toronto, making it the largest city in Canada and the fourth largest city in North America.

The Board and the Service participate in and/or organize many community events and initiatives, both internally and externally throughout the year. These events serve to optimize community-police engagement by maintaining and enhancing collaborative and strategic community partnerships that are positive and constructive. This networking also serves to support the community, increases community engagement and public awareness, as well provides a unique opportunity for Service members and the public to come together and celebrate the diversity that makes Toronto a vibrant city.

The Board and the Service recognize the importance of positive interactions between members of the community and the police by engaging the communities in various programs, initiatives and events. To demonstrate its commitment to community engagement, the Community Partnerships and Engagement Unit (C.P.E.U.) has been given the responsibility of coordinating all Service events hosted at various locations throughout the city, including Headquarters. These events are intended to promote dialogue, continued partnerships and community engagements with members of our communities.

When establishing a budget for a particular/cultural event, the areas taken into consideration are as follows:

- Venue
- Refreshments
- Printing Requirements
- Exhibits and Displays
- Speakers
- Entertainment
- Honorariums
- Transportation
- Incidentals

Transportation / Incidentals

C.P.E.U. engages youth and volunteers to assist with and participate in all of our annual events. These include Youth in Policing students, youth who are interested in with the Service, seniors, disabled and other volunteers. Many of the volunteers' reside in neighbourhood improvement areas across the city; who often times do not have the means or funds to attend and/or participate in our events.

Many of these individuals, who are already donating their time and expertise, ensuring that our events are a success, have proven time and time again to be a beneficial part of the Service's mission, principles and goals by:

- delivering an effective, efficient and economical support mechanism to members of the Service
- providing liaison with external agencies in support of local community mobilization initiatives
- enlisting additional community support
- providing assistance, education and information to members of the Service and the public

Due to the extensive hours required to plan many of our events, which involves set up and take down – the day can be a long one for these volunteers; such incidentals might include light refreshments or a meal, Toronto Transit Commission (T.T.C.) fare or a taxi ride home. This also ensures their safety to and from the events and their wellbeing.

The following chart provides a list of annual events hosted/co-hosted by the Service scheduled to take place in 2020. The chart also provides a breakdown of the historical requests for funding for the years 2016 to 2019.

COMMUNITY PARTNERSHIPS AND ENGAGEMENT UNIT ANNUAL EVENTS					
	2016	2017	2018	2019	2020
Asian Heritage Month	\$5,000	\$6,000	\$6,000	\$6,000	\$8,000 ^a
Auxiliary Appreciation and Graduation Ceremonies	\$3,000	\$4,000	\$4,000	\$6,000	\$6,000
Black History Month	\$6,000	\$7,000	\$7,000	\$7,000	\$7,000
Board & Chief's Pride Reception	\$3,000	\$4,500	\$4,500	\$4,500	\$4,500
Chief of Police Fundraising Gala/ Victim Services Toronto	\$4,000	\$5,000 ^b	\$4,000	\$4,000	\$4,000
Community Police Academy	***	***	***	\$8,000 ^c	\$8,000
Community-Police Consultative Conference	\$8,500	\$9,000	\$9,000	\$9,000	\$9,000
Day of Pink	***	***	\$5,000	\$5,000	\$5,000
International Francophone Day	\$5,000	\$6,000	\$6,000	\$6,000	\$6,000
Lesbian, Gay, Bisexual, Transgender, Transsexual, Queer, Two-Spirit Youth Justice Bursary Award	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
National Aboriginal Celebrations	\$5,000	\$6,500	\$6,500	\$6,500	\$6,500
National Victims of Crime Awareness Week	\$500	\$1,000	\$1,000	\$1,000	\$1,000
Pride Month Celebrations	\$4,000	\$4,500	\$4,500	\$4,500	\$4,500

COMMUNITY PARTNERSHIPS AND ENGAGEMENT UNIT ANNUAL EVENTS					
Torch Run/Special Olympics	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000
Toronto Caribbean Carnival Kick-Off Event & Float	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Toronto Police Cricket Club	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
United Way Campaign	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Volunteer Appreciation Night	\$2,000	\$3,000	\$3,000	\$3,000	\$3,000
Youth in Policing Initiative Luncheon	\$5,000	\$5,000	\$6,000	\$6,000	\$6,000
Total	\$93,000	\$98,500	\$103,500	\$113,500	\$115,500

a In previous years, Asian Heritage Month, which is celebrated during the month of May, was hosted on a rotational basis between three liaison officers; Asia Pacific, Chinese and South & West Asian. This rotational schedule allowed the Asia Pacific Liaison officer to host the Asian Heritage Month the first year with the focus on the Asia Pacific community, the following year the focus would be on the Chinese community, and in the third year, the South & West Asian community would be the host and focus. This practice only afforded the opportunity to celebrate each Asian community every three years. Moving forward, the three liaison officers will work collaboratively to reflect and celebrate the contributions for all Asian origins during Asian Heritage Month.

C.P.E.U. has consulted with the communities as well as the three Community Consultative Committees (Asia Pacific, Chinese and, South & West Asian) and they too would like to see an inclusive celebration as opposed to one of the three themes being celebrated by the Service once every three years.

In bringing the three community groups together, there will be higher costs associated that would require additional cultural performances and catering services for a much larger group.

For 2020, the Service is requesting an increase of \$2K to the budget allotted for Asian Heritage Month celebrations. If approved, the funds will be increased by \$2K for a new annual allocation of \$8K for the Annual Heritage Month Celebrations.

b In recognition of the 2017 Chief of Police Fundraising Gala/ Victim Services Toronto 10 year anniversary, the Board provided a onetime funding of \$5K.

c The request for funding for the annual Community Police Academy was submitted in a separate board report in previous years and has now been combined into this report for the year 2019 and moving forward. The funds will be used from January 1 – December 31, 2019.

As per the Board's Special Fund policy, any funds not utilized will be returned to the Board.

All of the above noted requests for funding from the Board's Special Fund have been reviewed to ensure that they meet the criteria set out in the Board's Special Fund Policy and that they are consistent with the following goals of the Service:

- Be where the public needs the Service the most
- Embrace partnerships to create safe communities
- Focus on the complex needs of a large city

Conclusion:

The Service is one of the largest municipal police law enforcement agencies in North America and is responsible for policing a vibrant multicultural city. Statistics Canada has estimated that Toronto's population has an annual growth rate of 0.2% and almost half of the city's current population was born outside of Canada. In addition to the aforementioned factors, the hosting of these events adds to the importance of the role the Service plays in engaging dialogue and forming positive relationships with the public. These events provide a diverse group of residents not only access to police resources but also the opportunity to interact with members of the Service.

C.P.E.U. continues to deliver strong community-police partnerships, based on mutual trust, respect, and understanding. These are essential for the safety and well-being of all members of our communities. The participation of the Board and the Service in these events reinforces a continued commitment to working with our diverse communities, and also aims to foster mutual respect and collaborative relationships.

Deputy Chief Peter Yuen, Communities and Neighbourhoods Command, will attend to respond to any questions that the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file at Board Office



Toronto Police Services Board Report

February 1, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

**Subject: Robotic Process Automation Program - Request for
Approval of Contract Value for Price Waterhouse Coopers**

Recommendation:

It is recommended that the Toronto Police Services Board (Board) approve a contract with Price Waterhouse Coopers (PwC) at an amount not to exceed \$1.9 Million (M), excluding taxes, for the Innovation Partnership for Automated Business Process Re-Engineering and Collaboration program.

Financial Implications:

The Ministry of the Solicitor General (Ministry) approved funding under its Community Safety and Policing (C.S.P.) grant for the Toronto Police Service (Service) to implement a Robotic Process Automation (R.P.A.) program. The funds will cover contract services, equipment and professional services to design, build and deliver two bots. A total of \$3M has been earmarked for the program within the grant. However, based on current information, an estimated \$3.3M will be required over the three year grant period. With Ministry approval, the additional required funds will be reallocated from another project(s) within the overall grant that is currently underspent.

Following a competitive procurement process, the Service has engaged PwC for the design, delivery and build of the bots.

The first bot for the disclosure of 911 audio files is expected to be completed by February 2020. The cost of PwC professional services for this first bot is \$417,455 (excluding taxes).

The cost for the discovery and design phases of the second bot is estimated at \$572,000 (excluding taxes). The build and implementation phases are estimated at \$640,000 (excluding taxes), for a total of \$1.2M.

Support for both bots for the first two years is estimated at \$276,500 (excluding taxes).

The total PwC cost for professional services and support of \$1.9M is covered by the Community Safety and Policing (C.S.P.) grant, and is summarized in the chart below.

Cost Summary:PwC Costs	Cost
Bot #1	\$417,455
Bot #2 - Phases 1 & 2	\$572,000
Bot #2 - Phases 3 & 4	\$640,000
Support - first 90 days	\$49,000
Support - next 9 months	\$97,500
Support - year 2	\$130,000
Total Expenditure	\$1,905,955

The current contract value of \$989,000 covers the cost of the first bot and the first two phases (discovery and design) of the second bot. The estimated cost (\$640,000) to build and implement the second bot along with the estimated cost for the first two years of maintenance services (\$276,500), will cause the estimated total value of the contract to exceed the Chief's \$1 Million authority. Therefore, in accordance with the Board's Purchasing Bylaw, the Board's approval is required.

Background / Purpose:

The purpose of this report is to obtain Board approval for a contract with PwC to enable the building of two bots under the Service's R.P.A. program, as the cost to build both bots will exceed the Chief's authority. The report will also provide the Board with information on the R.P.A. Program, which currently includes Audio Disclosure and Parking Complaints automation bots that are being developed by PwC.

Discussion:

Robotic Process Automation is the use of software to handle high-volume, repeatable tasks that previously required humans to perform. Such automation is also referred to as a bot or a digital worker. This process is used in call centres in the private sector, such as banks and insurance companies. However, to the best of our knowledge, it has not been used in any Public Safety Answering Point (P.S.A.P.) in Canada.

Procurement Process and Engagement of PwC:

As a new and innovative initiative for policing, the Service engaged in a contract with PwC to develop this program. This engagement was established following a Request for Proposals (R.F.P) process, where elements of an innovative process known as an Invitation to Partner (I.T.P.) were incorporated. The first I.T.P. was put out by the City

of Toronto's Transformation Office in early 2018 for a project to improve their digital customer experience.

The Service issued RFP # 1274522-18, Innovation Partnership for Automated Business Process Re-Engineering and Collaboration in June 2018. The R.F.P. was posted on MERX, an electronic tendering service. Six submissions to the R.F.P. were received, and following an evaluation process, PwC was awarded the contract. At that time, it was difficult to ascertain what it would cost to build a bot and how many bots could actually be built within the grant funding approved by the Province for this initiative.

The terms of the R.F.P. are that PwC would build a fairly simplistic audio disclosure bot. Once the design phase of that bot was complete and the Service was satisfied that PwC could successfully complete this type of R.P.A. work, a 3-year non-exclusive contract (ending December 2022) would be issued and the next bot would then be designed. The first bot is expected to be fully functional by the end of February 2020, and the first phase of work on the second bot has begun. This second bot is more complex and will deal with parking complaints received over the phone.

R.P.A. Program:

Based on available grant funding, the R.P.A. program currently consists of the following two projects:

1. Audio Disclosure and Data Services bot and;
2. Parking Complaints bot.

Both bots are being developed for Communications Services.

The First Bot – Audio and Data Services Robotic Automation Project:

The Audio and Data Services (A.D.S.) unit is the keeper of all the recordings of 911 calls as well as radio transmissions for the Service. The A.D.S. must disclose 911 audio files to Crown Attorneys. It discloses 911 audio files when the unit receives requests from legal services, Freedom of Information (F.O.I.) requests, and internal investigations, among others. The R vs. M.G.T. court ruling in 2017 mandated that police services must disclose 911 audio files on all cases to complete the initial disclosure process.

This has resulted in a huge influx of disclosure demands, amounting to a significant backlog in 2019. A.D.S. would have to hire approximately 46 more staff at a class 06/40, plus one police officer full time equivalent in order to handle the increased number of requests utilizing the current technology and manual workflow. Using a bot

will save the Service approximately \$4.8M a year, in terms of the additional staff that would not have to be hired, offset somewhat by hardware and annual maintenance costs to support the bots.

In partnership with PwC and Information Technology (I.T.) Services, Communications Services is working on re-engineering the current processes by eliminating paper, physical file transfer, error-proofing officers' form submissions and finally automating a very complex process that touches four systems: Computer Aided Dispatch (C.A.D.); Versadex; NICE; and Outlook. The R.P.A. solution being developed for criminal cases (which constitutes 60% of overall workload) will help the A.D.S. team clear the backlog within three months and bring with it new workforce management and advanced reporting capabilities. The disclosure bot is due to be finished at the end of February 2020, with the bot for new files to be completed 30-60 days afterward.

The Second Bot - Parking Complaints Robotic Automation Project:

The Communications Call Centre is the primary connection between the citizens of Toronto and the Service. It manages one of the most mission critical operations for the Service: answering the 911 emergency and non-emergency calls, which average over 2 million total calls per year. With the continued development and growth in Toronto over the last few years, the volume of calls coming into the call centre has increased exponentially. More specifically, there is an influx of non-emergency calls related to parking complaints from residents, property managers, building security, and businesses. The volume of parking complaints makes up 20% of the total non-emergency call volume for the entire call centre. This amounts to approximately 230,000 calls per year. Automating this process at a 70% success rate would lead to a decrease of approximately 161,000 parking complaint calls per year. The estimate of 70% is based on similar bots used in other sectors such as banking and commercial call centres. If Communication Operators did nothing but answer parking complaints at an average call time of 2.5 minutes per call, then this bot would do the work of approximately six full time Communication Operators, that would then not have to be hired, saving the Service approximately \$705,000 annually. This technology will free up six operators to address 911 emergency calls in a timelier manner.

The second R.P.A. project will be more costly than the first, however, it creates a technological foundation upon which other bots can take non-emergency calls for service beyond just parking complaints. For example, the data storage and software costs required for this project can be used to create other bots to handle non-emergency calls for service. These future bots will cost less money because some of the storage and software costs will have been paid for in the creation of the parking bot.

Private sector call centres have adopted this type of conversational R.P.A. solution, i.e. voice-to-text technology, across several industries such as banking, insurance, and telecom. A roadmap (allowing the callers to have their information taken - by the bot - over the phone, with an electronic record automatically created and sent directly to Dispatch, thus averting the need for a call taker) has been laid out for the project that will span over 4 phases.

In Phase I, an in-depth analysis of the call centres' call volumes and sources, business processes, telephony configuration and technical infrastructure, will be assessed; Phase II – will be the Design; Phase III – the Build; and Phase IV – Implementation & Testing.

The estimated cost of the second bot is \$1.2M (discovery and design - \$572,000; and Build and Implement/Test - \$640,000).

Creating Capacity for Communications Services:

The initial phases of the R.P.A. program are expensive because they are building the I.T. capacity for future bots. For example, the disclosure bot will not need to run for all 24 hours in a day and could therefore be leveraged for other R.P.A. projects. Similarly, the parking complaint bot will provide a foundation of both software and process design that will allow for other non-emergency calls for service to be added on. Therefore, once both bots are completed, there will be the capacity to leverage this new technology to take on demands using R.P.A, albeit with some hardware, software, development and implementation costs. It is known that with NG911, the demands on Communications Services will continue to increase. The R.P.A. program is one way of potentially offsetting some of these current and future demands. The program is another aspect of modernization, which will allow Communication Operators to focus on emergency calls for service, thereby providing faster and higher quality service levels to the City of Toronto.

Return on Investment:

The first R.P.A. project will perform the work of approximately 46 Civilians at a class of A06/40 plus 1 police officer full-time equivalent (F.T.E.). The first bot will cost the Service \$417,455, to be paid using the C.S.P. grant funding. However, the Service will save approximately \$4.8M annually, somewhat offset by hardware and annual maintenance costs, by not having to hire additional personnel required if a bot is not built and utilized.

The second R.P.A. project is projected to be more costly at \$1.2M, but is expected to complete the work of six communication operator F.T.E.s, saving the Service approximately \$700,000 annually. It also creates a technological foundation upon which other bots can take non-emergency calls for Service beyond just parking complaints. For example, the data storage and software costs required for this project

can be used to create other bots to handle non-emergency calls for service. These future bots will cost less money because the storage and software costs will have been paid for in the creation of the parking bot. This creates internal capacity and efficiencies that will allow Communication Operators to answer other calls for service, improving response time for both emergency and non-emergency calls.

Out of Program Scope:

The R.P.A. program does not include machine learning or artificial intelligence capabilities. The automation of the tasks outlined in this report do not include decision-making abilities by the bots and humans are verifying the results.

There will be no reduction in staffing at Communications Services as a result of this program. The workload of Communication Operators with the Service remains one of the highest in North America. While the increase in the establishment by 53 staff has improved service delivery levels over the past two years, 911 call volumes have increased by approximately 13% in the same time frame. This program is therefore a means of creating internal capacity to improve response times to both emergency and non-emergency calls.

Conclusion:

The investment in R.P.A. technology, made possible by the Ministry of the Solicitor General's C.S.P. grant, enables the Service to use bots to respond to increasing workload and calls for service much more efficiently, which creates more internal capacity within Communications Services. While the first areas being addressed are audio disclosure and parking complaints, the capacity of the bots will allow us to explore other areas where the Service could benefit from the use of this technology.

In order to move forward with the program and based on the cost for the professional services provided by PwC, Board approval of a not to exceed contract value of \$1.9M with PwC is being requested.

Deputy Chief Shawna Coxon, Communities & Neighbourhoods Command, and Chief Administrative Officer Tony Veneziano, Corporate Support Command, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office



Toronto Police Services Board Report

January 21, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Special Constable Re Appointments – February 2020

Recommendation:

It is recommended that the Board approve the re-appointments of the individuals listed in this report as special constables for the Toronto Community Housing Corporation (T.C.H.C.), Toronto Transit Commission (T.T.C.), subject to the approval of the Ministry of the Solicitor General.

Financial Implications:

There are no financial implications relating to the recommendations contained within this report.

Background / Purpose:

Under Section 53 of the *Police Services Act of Ontario*, the Board is authorized to appoint and re - appoint special constables, subject to the approval of the Ministry of the Solicitor General. Pursuant to this authority, the Board now has agreements with the University of Toronto (U of T), Toronto Community Housing Corporation (T.C.H.C.) and Toronto Transit Commission (T.T.C.) governing the administration of special constables (Min. Nos. P571/94, P41/98 and P154/14 refer).

The Service has received requests from the T.C.H.C. and T.T.C. to appoint the following individuals as special constables:

Table 1 Name of Agency and Special Constable Applicant

Agency	Name	Status Request
T.T.C.	Nicole Helga EHLERS	Re - Appointment
T.T.C.	Diana Luisa MARCON	Re - Appointment
T.T.C.	Dariusz Marek NOWOTNY	Re - Appointment
T.T.C.	Catharine Siobain OSBORNE	Re - Appointment
T.T.C.	Vasilios PERIVOLARIS	Re - Appointment
T.T.C.	Trevor TIMBRELL	Re - Appointment
T.C.H.C.	Trevon Lloyd Anthony BECKFORD	Re - Appointment
T.C.H.C.	Paul CROUCH	New Appointment
T.C.H.C.	Leonard Leon GARNETT	Re - Appointment
T.C.H.C.	Paul MORGAN	Re - Appointment
T.C.H.C.	William VRIESWYK	Re - Appointment

Discussion:

The special constables are appointed to enforce the *Criminal Code of Canada*, *Controlled Drugs and Substances Act*, *Trespass to Property Act*, *Liquor Licence Act* and *Mental Health Act* on their respective properties within the City of Toronto.

The agreements between the Board and each agency require that background investigations be conducted on all individuals who are being recommended for appointment or re - appointment as special constables. The Service's Talent Acquisition Unit completed background investigations on these individuals and there is nothing on file to preclude them from being appointed as special constables for a five year term.

The agencies have advised the Service that the above individuals satisfies all of the appointment criteria as set out in their agreement with the Board. The agencies' approved strength and current complements are indicated below:

Table 2 Name of Agency, Approved Complement and Current Complement of Special Constables

Agency	Approved Complement	Current Complement
T.C.H.C.	300	154
T.T.C.	91	85

Conclusion:

The Service continues to work together in partnership with the agencies to identify individuals who may be appointed as special constables who will contribute positively to the safety and well-being of persons engaged in activities on T.C.H.C. and T.T.C. properties within the City of Toronto.

Deputy Chief of Police James Ramer, Specialized Operations Command, will be in attendance to answer any questions that the Board may have with respect to this report.

Respectfully submitted,

Mark Saunders, O.O.M.

Chief of Police

*original with signature on file at Board Office



Toronto Police Services Board Report

January 9, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

**Subject: Auxiliary Members – Termination of Appointments:
January 1 to December 31, 2019**

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board):

- 1) terminate the appointments of 57 Auxiliary members who are identified in Appendix "A", as they are no longer available to perform their duties due to resignation, retirement or death; and
- 2) notify the Ministry of Solicitor General about the termination of appointments of these 57 Auxiliary members.

Financial Implications:

There are no financial implications relating to the recommendations contained in this report.

Background / Purpose:

Auxiliary members are governed by the Police Services Act (P.S.A.); Revised Statutes of Ontario, 1990; Policing Standards Guidelines; Board Policy A1-004; Toronto Police Service (Service) Governance; Standards of Conduct; and Service Procedure 14-20 entitled, "Auxiliary Members."

Under section 52(1) of the P.S.A., the Board is authorized to appoint and suspend, or terminate the appointment of Auxiliary members, subject to the approval of the Minister of the Solicitor General and with respect to the suspension or termination of the appointment of an Auxiliary member, section 52(2) of the P.S.A. states:

If the Board suspends or terminates the appointment of an Auxiliary member of the police force, it shall promptly give the Solicitor General written notice of the suspension or termination.

Discussion:

The terminations of appointments of the 57 Auxiliary members consist of 51 Police Constables and 6 Sergeants.

Conclusion:

In accordance with section 52(2) of the P.S.A., attached are the names of the 57 Auxiliary members set out in Appendix "A", whose appointments were terminated during the period between January 1 and December 31, 2019, as they are no longer available to perform their duties due to resignation, retirement or death.

Deputy Chief Peter Yuen, Communities and Neighbourhoods Command, will be in attendance to respond to any questions that the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file at Board Office

APPENDIX "A"

AUXILIARY TERMINATIONS OF APPOINTMENT FOR THE PERIOD JANUARY 1 TO DECEMBER 31, 2019

	SURNAME	G1	RANK	BADGE	UNIT	REASON
1	ABREU	ANA	PC	51677	11	RESIGNED
2	AHMED	ADIL	PC	52010	42	RESIGNED
3	ALZAIDI	MAJD	PC	51901	41	RESIGNED
4	ARAPOVIC	NEVEN	PC	52061	51	RESIGNED
5	BAILEY	BRETT	PC	51898	42	RESIGNED
6	BEDI	RAVJETT	PC	52084	CPEU	RESIGNED
7	BELL	KEVIN	PC	51461	14	RESIGNED
8	BLANCHFIELD	ROBERT	PC	52049	22	RESIGNED
9	CALABRESE	MARC	SGT	51445	43	RESIGNED
10	CATALANO	OLIVIA	PC	51973	22	RESIGNED
11	CHARLES-BARNES	ADONIS	PC	52051	43	RESIGNED
12	CRAWFORD	JAMES	PC	51966	23	RESIGNED
13	DAMIANI	ASHLEY	PC	50911	14	RESIGNED
14	DELA CRUZ	ARNOLD	PC	51772	32	RESIGNED
15	DIMAYUGA	ROGELIO	PC	51984	32	RESIGNED
16	FEBBO	GABRIEL	PC	52046	33	RESIGNED
17	GHAFOORI	MERYAM	SGT	51796	14	RESIGNED
18	GUO	KYLE	PC	51891	TSV	RESIGNED
19	HASHEMI	MILAD	PC	51695	55	RESIGNED
20	HAYWARD	DANIEL	PC	50120	AUXO	DEATH
21	HIGGINS	RAYMOND	PC	51484	55	RESIGNED
22	HO	HOWIE	PC	51836	42	RESIGNED
23	HONG	YOUNGSHIC	PC	52005	22	RESIGNED
24	HONG	ALEX	PC	51943	55	RESIGNED
25	JEYASINGHAM	ROSHANDRAN	SGT	51737	23	RESIGNED
26	JOHNSON	BRENDAN	PC	51609	55	RESIGNED
27	KEEHN	JUSTIN	PC	51939	32	RESIGNED
28	KHAN	ABDULLAH	PC	51873	43	RESIGNED
29	KLIPINA	STEVAN	PC	52014	33	RESIGNED
30	LAM	TIFFANY	PC	52064	42	RESIGNED
31	LEE	CHUN	SGT	51712	51	RESIGNED
32	LEROUX	CARL	PC	50701	AUXO	RESIGNED

33	LO	RYAN	PC	51989	32	RESIGNED
34	MADPURI	KUSHNOOR	PC	51789	23	RESIGNED
35	METERSKY	KATERYNA	PC	51627	52	RESIGNED
36	MICHALEC	ADAM	PC	51903	22	RESIGNED
37	NAVEED	ZOOBIA	PC	51894	23	RESIGNED
38	NICADO	SAMANTHA	PC	51935	41	RESIGNED
39	PARASSAKIS	THEODORE	PC	51874	CPEU	RESIGNED
40	PINTO	MIKHAIL	PC	52090	52	RESIGNED
41	PIOTTO	SARA	SGT	51650	22	RESIGNED
42	PORCEL	BRIAN	PC	51811	31	RESIGNED
43	RAFFALLO	STEFAN	PC	51912	14	RESIGNED
44	ROBERTO	DAVID JOHN	PC	51938	14	RESIGNED
45	SMERIGLIO	SHAWN	PC	52006	14	RESIGNED
46	SOLHAL	MANMIT	PC	51907	23	RESIGNED
47	STAGG	TYLER	PC	51617	42	RESIGNED
48	SWAN	STELIOS	PC	51916	51	RESIGNED
49	TABLIZO	KEVIN	PC	51813	52	RESIGNED
50	TARANTINO	CRISTIAN	PC	51976	33	RESIGNED
51	TARULLI	JOSEPH	PC	51905	22	RESIGNED
52	THIND	PRITPAL	PC	51711	52	RESIGNED
53	THOMPSON	FINLAY	PC	51942	55	RESIGNED
54	VASCOTTO	JAMES	SGT	51768	51	RESIGNED
55	VERMA	NITESH	PC	51865	53	RESIGNED
56	YU	ZHI	PC	51865	53	RESIGNED
57	YU	ISAAC	PC	52063	52	RESIGNED



Toronto Police Services Board Report

January 10, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: New Job Description – Senior Advisor, Court Services

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board) approve the attached new civilian job description and classification for the position of Senior Advisor, Court Services.

Financial Implications:

The Senior Advisor position is classified as a Class A11 (35 hour), with an annual salary of \$96,471 - \$111,637, effective January 1, 2020.

Funding for this position is included in the Toronto Police Service (Service) 2020 operating budget submission.

Background / Purpose:

At its meeting on December 16, 2019, the Board approved the Service's 2020 Operating Budget Request report (Min. No. P237/19). The report identified the Senior Advisor as one of the positions included in a 2019 initiative to civilianize uniform positions, as noted below:

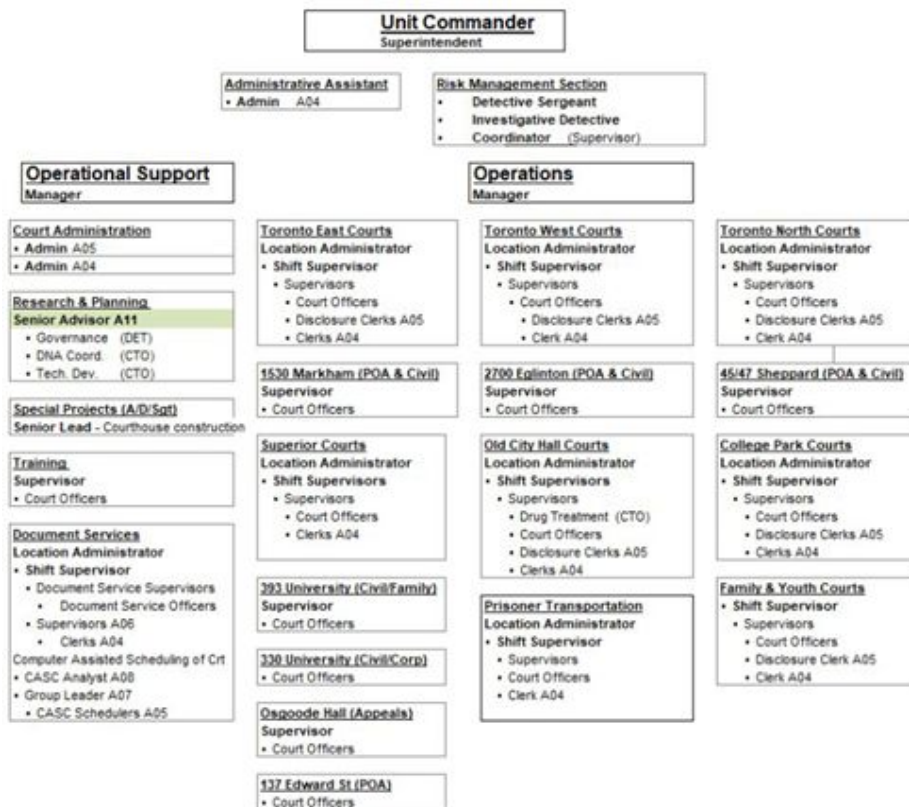
"The Service's delivery model includes both uniform positions, as well as civilian positions to deliver some of the services that were previously performed by officers, creating greater capacity for priority work. These positions include Crime Analysts, Bookers, Senior Court personnel and District Special Constables. The 2019 budget included funding to ramp up staffing levels during 2019, and would ultimately result in the civilianization of uniform positions, some of which were vacant and others that were filled and could be redeployed to core policing duties."

Although funding was approved through the 2019 budget process to civilianize this position, the job description had not yet been finalized. As a result, a job description for a new Senior Advisor, Court Services position is now being recommended (see Appendix A). As this is a new position, Board approval is required.

Discussion:

Court Services is the largest unit in the Service, with an operating budget of just under \$65M and employs over 700 members. The unit assigns members to 19 different work locations across the City of Toronto and is responsible for the safety and security of 14 courthouses, the daily safe management and transportation of over 200 prisoners, scheduling of officers for Provincial Offences Court, serving court documents, collection of court ordered DNA samples, and the management of criminal and provincial crown briefs and coordination of Crown requests for disclosure.

The Senior Advisor will report to the Manager, Operational Support. The following Organizational Chart identifies the placement of the Senior Advisor within the Court Services unit.



The Senior Advisor advises the management team regarding operations of Court Services and its related processes. This position leverages business relationships with outside agencies to provide insight into trends and patterns across the province and

country as well as leads business analysis and identifies ways for the unit to operate based on historical and current evidence and future forecasts. The Senior Advisor participates in meetings with external partners and recommends processes that meet the needs of the Service and all justice partners.

The Senior Advisor also leads and mentors members responsible for the development of unit specific governance, business processes, in-house technical development and statistical reporting, and is a resource for all Court Services members seeking advice or guidance.

The need for good working relationships with the Judiciary, Ministry of the Attorney General Crowns, Court Operations Managers, City Court Managers and Prosecutors, and other justice participants requires stability in key positions. The position of Senior Advisor in the Court Services unit cannot be a position in which members are routinely rotated and could be better managed with a permanent civilian member.

The new job description for the Senior Advisor, Court Services is attached. The position has been evaluated using the Service's job evaluation plan and has been determined to be a Class A11 (35 hour) position within the Unit A Collective Agreement. The current salary range for this position is \$96,471 - \$111,637 per annum, effective January 1, 2020.

Conclusion:

It is therefore recommended that the Board approve the job description and classification for the position of Senior Advisor, Court Services. Subject to Board approval, the Toronto Police Association will be notified accordingly, as required by the Unit A Collective Agreement and this position will be staffed in accordance with the established procedure.

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

Appendix A

	<p style="text-align: center;">TORONTO POLICE SERVICE</p> <p style="text-align: center;">JOB DESCRIPTION</p>	<p>Date Approved:</p> <p>Board Minute No.:</p> <p>Total Points: 541</p> <p>Pay Class: A11</p>
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JOB TITLE:	Senior Advisor	JOB NO.:	A11033.3
BRANCH:	Operational Support Command – Operational Support Svcs.	SUPERSEDES:	New
UNIT:	Court Services	HOURS OF WORK:	35 SHIFTS: 1
SECTION:		NO. OF INCUMBENTS IN THIS JOB:	1
REPORTS TO:	Manager, Court Support	DATE PREPARED:	2019.08.26

SUMMARY OF FUNCTION:

The Senior Advisor leads the business analysis within Court Services and identifies ways for the unit to operate based on historical and current evidence, as well as future forecasts. They are also responsible for recommending and implementing changes and providing solutions that contribute to the efficiency of the unit, the Service and external partners.

DIRECTION EXERCISED:

Provides leadership, direction, and fosters the development of team members in the Research & Planning, Governance and DNA sections.

MACHINES AND EQUIPMENT USED:

Workstation with associated software and other office equipment as required.

DUTIES AND RESPONSIBILITIES:

1. Leads the analysis, design, development and implementation of integrated processes and complex time-sensitive business solutions through the preparation of synthesized reports with clear recommendations.
2. Consults with internal resources and external partners to maintain an awareness of current and potential court security issues and ensures that effective and efficient solutions are implemented.
3. Coordinates Court Services central reporting processes, as well as the preparation of internal and external accountability documents, critically evaluating and distinguishing information and user requests gathered from multiple sources to reconcile conflict. Responds to internal and external audits.
4. Develops complex staffing models to incorporate multiple court locations with unique demographical needs. Anticipates and forecasts future staffing requirements and communicates staffing needs to stakeholders. Conducts annual review of sub unit staffing requirements and redistributes staff resources accordingly, including the assignment of new recruits. Provides direction to Location Administrators regarding allocation of staffing, logistics and unit resources.
5. Facilitates cost recovery for staffing resources assigned outside the scope of Court Services operating budget, prepares reports and negotiates billing arrangements with the City of Toronto and Provincial Court Managers.

The above statements reflect the principal functions and duties as required for proper evaluation of the job and shall not be construed as a detailed description of all the work requirements that may be inherent in the job or incidental to it.

	TORONTO POLICE SERVICE JOB DESCRIPTION	Date Approved: Board Minute No.: Total Points: 541 Pay Class: A11
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JOB TITLE:	Senior Advisor	JOB NO.:	A11033.3
BRANCH:	Operational Support Command – Operational Support Svcs.	SUPERSEDES:	New
UNIT:	Court Services	HOURS OF WORK:	35 SHIFTS: 1
SECTION:		NO. OF INCUMBENTS IN THIS JOB:	1
REPORTS TO:	Manager, Court Support	DATE PREPARED:	2019.08.26

DUTIES AND RESPONSIBILITIES: (cont'd)

6. Leads the development of progressive, legislatively sound governance that supports the achievement of key objectives, reduces risk, guides member's actions and supports Unit Commander direction. Works in partnership with Professional Standards Support - Governance and Legal Services to influence the development of systems, processes, governance, and procedures that affect Court Services, ensuring the needs of the unit are met.
7. Provides advice on the security requirements for new courts constructed by the City of Toronto or the Ministry of the Attorney General, as required.
8. Responsible for ensuring that a sufficient number of employees are properly trained in the collection of DNA samples and verifies that samples are collected and processed according to current legislative requirements.
9. Advises on large projects and major event security planning on behalf of Court Services by engaging and leading specialized teams and focus groups to develop processes, plan future initiatives and generate solutions.
10. Responds to internal and external requests for information, uses independent judgement and analysis to solve emerging and ongoing issues.
11. Develops and maintains an effective network of contacts with Service stakeholders at the local, provincial and national level to collect and share information, anticipate emerging issues and foster the positive image of the Service.
12. Leads, directs, and evaluates the work of team members in the Research & Planning, Governance and DNA sections.
13. Performs any other duties inherent to the position.

The above statements reflect the principal functions and duties as required for proper evaluation of the job and shall not be construed as a detailed description of all the work requirements that may be inherent in the job or incidental to it.



Toronto Police Services Board Report

January 30, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

**Subject: Lease Extension Agreement for Parking Enforcement West
Located at 970 Lawrence Avenue West**

Recommendations:

It is recommended that the Toronto Police Services Board (Board):

- (1) authorize the City of Toronto (City) to execute a three-year lease agreement with Pinedale Properties Ltd., for the Parking Enforcement West facility located at 970 Lawrence Avenue West for the period January 1, 2020 to December 31, 2022, at an estimated annual amount of \$472,000 (excluding taxes) and a total estimated cost of \$1,400,000 over the three year period of the agreement; and
- (2) forward this report to the City's Deputy City Manager, Corporate Services for appropriate action relating to the execution of the negotiated lease agreement.

Financial Implications:

The chart below outlines the annual leasing costs for the Parking Enforcement West facility, as negotiated by the City's Real Estate Management division.

970 Lawrence Avenue West Lease Agreement January 1, 2020 to December 31, 2022				
Lease Term	Annual Net Rent	Additional Rent	Parking Rental	Total Annual Rent
2020	\$ 185,232	\$ 189,862	\$ 96,540	\$ 471,634
2021	\$ 185,232	\$ 194,609	\$ 96,540	\$ 476,381
2022	\$ 185,232	\$ 199,474	\$ 96,540	\$ 481,246
Lease Penalty			\$ 481,246	

The lease costs consist of base rent and the rental of 75 parking spots that are fixed annual costs over the lease term, plus additional rent (for realty taxes, common area, and utility expenses), which is estimated to increase annually by 2.5 percent.

Funding for the estimated 2020 lease cost is included in the Parking Enforcement West's 2020 operating budget submission. The cost for subsequent years (2021 and 2022) will be included in the unit's respective annual budget submission.

Background / Purpose:

The purpose of this report is to request the Board to authorize the City to execute a three-year lease agreement for the Toronto Police Service's (Service) Parking Enforcement West operation. The three-year agreement will allow time for City Real Estate to find an alternate location for Parking Enforcement West, should relocation of the unit facilitate the Service's long-term strategic plan and operational requirements.

Discussion:

The Service's Parking Enforcement Unit operates from two locations:

- Parking Headquarters and Parking Enforcement East located at a City owned site on Progress Avenue, and:
- Parking Enforcement West occupying one floor (consisting of 11,577 square feet) in a building located at 970 Lawrence Avenue West.

Parking Enforcement West has occupied the building at 970 Lawrence Avenue West since 1995. The current lease agreement expired on December 31, 2019, and City Real Estate has negotiated a new three-year agreement with Pinedale Properties Ltd. commencing January 1, 2020 through to December 31, 2022. Should the Service wish to terminate the lease agreement prior to the end of the three-year period, there will be an associated penalty equivalent to one year's estimated lease cost (\$481,000).

Conclusion:

The renewal of the 970 Lawrence Avenue West lease agreement for Parking Enforcement West will allow the Service sufficient time to examine the cost and operational implications / opportunities of relocating the unit's operations to a City owned or other facility. In the interim, the unit will be able to maintain uninterrupted operations.

It is, therefore, recommended that the Board authorize the City of Toronto to execute a three-year lease agreement with Pinedale Properties Ltd. to maintain Parking Enforcement West's ongoing utilization of 970 Lawrence Avenue West.

Mr. Tony Veneziano, Chief Administrative Officer, will be in attendance to answer any questions the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office



Toronto Police Services Board Report

February 18, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

**Subject: Contract Award for Closed Circuit Television (C.C.T.V.)
System Equipment Supply, Installation and Maintenance**

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board):

- (1) approve a contract award to Paladin Technologies for the supply of all Closed Circuit Television (C.C.T.V.) systems equipment, ancillary equipment, software, video surveillance systems, display systems, maintenance and professional services, for a three year period, February 26, 2020 to February 25, 2023; and
- (2) authorize the Chair to execute all required agreements and related documents on behalf of the Board, subject to approval by the City Solicitor as to form.

Financial Implications:

The estimated overall cost of the equipment and services component of the contract is \$8 million (M) for the three year term. The actual costs incurred are dependent on the Toronto Police Service's (Service) existing and emergent requirements for C.C.T.V.

As it would be difficult to determine the estimated cost of ad hoc and emergent requirements with any level of certainty, these costs are not part of the contract award estimated costs. However, any purchase of equipment or services beyond the estimated contract award value of \$8M, would be subject to the availability of funds in the Service's operating and capital budget or grant funding, and will follow the normal procurement thresholds and approval process, in accordance with the Board's Purchasing By-law.

Lifecycle Replacement of Equipment and Additional Equipment Purchases:

The Board-approved 2020-2029 capital program includes \$4.2M for C.C.T.V. lifecycle in the next three years. This is based on each C.C.T.V. system's lifecycle replacement plans as funded from the Service's Vehicle and Equipment Reserve (Min. No. P237/19 refers).

Provincial Grant:

The Provincial grant for public space C.C.T.V. expansion is for \$3M and covers the period April 01, 2019 to March 31, 2022. \$1.8M of this cost is for additional cameras, tools and functionality and the remaining balance of \$1.2M is for various other operating costs such as additional maintenance and professional services.

Maintenance, Repair Services, Equipment:

The estimated maintenance cost of the Service's infrastructure is based on currently installed equipment, at the time of budget preparation. The funds are included in the annual operating budget request. The 2020 Board-approved operating budget is \$290,000 for the preventative maintenance, licencing, repairs and replacement of current C.C.T.V. devices. This cost totals approximately \$870,000 over the three year period of the contract, but does not include additional maintenance costs due to any future grant related purchases or if more equipment is installed in the next three years.

Background / Purpose:

The Service has a requirement to maintain C.C.T.V. systems at various facility locations, prisoner booking areas, detention facilities and the public space C.C.T.V. locations. The Service's Telecommunications Services Unit (T.S.U.) is responsible for the maintenance of this equipment to ensure it is in good working order. The number of C.C.T.V. systems within the Service has increased significantly over the last few years with no corresponding increase in support staff.

To ensure the security cameras are in good working order and to minimize repair work, it is important that maintenance on the camera systems is done on a regular basis and not be subject to other work priorities. T.S.U. is currently utilizing an external vendor to perform preventative maintenance on the Service's security cameras. This has proven to be an efficient and cost-effective way of providing this service, and allows internal staff to focus on their on-going core work and responsibilities.

The purpose of this report is to obtain Board approval for a vendor to supply all C.C.T.V. systems equipment, ancillary equipment, software, video surveillance, display systems and professional services, including maintenance.

Discussion:

The Service currently has approximately 3,500 C.C.T.V. devices that must be maintained to ensure the equipment is in good working order. Of these 3,500 C.C.T.V. devices, 24 are positioned in public community spaces. The remaining devices are

located in Service detention areas, booking halls, interview rooms and miscellaneous multimedia equipment located in training and conference rooms. Additionally, there are devices located in-building security for all Service occupied properties.

Acquisition of Hardware, Software and Services:

A vendor is required to provide the Service with all required equipment, hardware, software and services for the C.C.T.V. system. These requirements include the installation of complete C.C.T.V. systems in new facilities, and additions/changes to current systems due to renovations or other Service requirements. In response to the Request for Proposals (R.F.P.) issued to meet these requirements, proponents were required to provide an itemized equipment price list for current items typically required by the Service. However, in order to not limit the Service to equipment currently in use, proponents were also required to provide the level of discount that would be provided on the products listed in the R.F.P. This discount level will have to be applied on other non-listed items for the duration of the contract.

Approximately half of the existing C.C.T.V. systems within the Service are based on obsolete analog technology and operate in isolation of each other. With the ongoing C.C.T.V. lifecycle replacement, the T.S.U. has developed a consolidated C.C.T.V. lifecycle plan using lifecycle funds that will allow numerous C.C.T.V. systems to leverage existing infrastructure and networks to increase efficiencies and reduce network and support costs.

Maintenance Services:

Preventative maintenance on the C.C.T.V. systems is critical to ensure that these systems are in good working order. The successful vendor will perform regular preventative maintenance tasks to assist Service technicians and will provide a cost schedule for all projected maintenance replacement items and repair services. Any unscheduled repairs, maintenance and/or new C.C.T.V. installations will be authorized based on the submission of detailed quotes from the vendor.

Procurement Process:

To effectively meet its day to day and ad hoc requirements, the Service reviewed the technical requirements to ensure the Service would receive quality technical support from the successful proponent. An independent information technology consulting firm (Gartner Inc.) was also engaged to do a full review of the technical requirements to be incorporated in the procurement call document to ensure the requirements align with industry standards.

The Service's Purchasing Services unit issued R.F.P. #1293307-19 on September 4, 2019. Five submissions were received in response to the R.F.P., which closed on October 7, 2019. An evaluation committee was established to evaluate the submissions, and Purchasing Services facilitated and provided oversight of the process. Proposals were evaluated based on the weighted evaluation criteria included in the R.F.P.

The evaluation criteria included:

- company profile and organization capabilities;
- proponent's experience/qualifications of personnel;
- proponent's service delivery and understanding of requirements; and
- proponent's price.

With respect to price, proponents were requested to bid on a basket of goods and services as outlined in the R.F.P. document, to enable a fair pricing comparison by the evaluation team. In addition, proponents were required to provide the hourly rate that would be charged for any additional maintenance such as break/fix and ad hoc emergent requirements.

Based on the results of the evaluation, Paladin Technologies is the highest scoring proponent, and accordingly is the vendor being recommended by the Service to meet its C.C.T.V. systems and related requirements.

Conclusion:

Effective and reliable C.C.T.V. systems are critical to protecting our members, our buildings and the public, as well as ensuring all legislated Service video requirements are met.

The award of this contract to Paladin Technologies will enable the Service to obtain the equipment, services and maintenance the Service requires in this regard, at an estimated cost of \$8M over the next three year period of the contract.

Mr. Tony Veneziano, Chief Administrative Officer, will be in attendance to answer any questions the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office



Toronto Police Services Board Report

February 12, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Child and Youth Advocacy Centre (C.Y.A.C.) for the City of Toronto Cooperation Agreement and Partner Services Agreement

Recommendation(s):

It is recommended that the Toronto Police Services Board (the Board) authorize the Chair to execute the Cooperation Agreement and Partner Services Agreement between Child & Youth Advocacy Centre (C.Y.A.C.) for the City of Toronto (City) and the Board. The Agreements will be in effect for a period of five years commencing on the date that the agreements are executed.

Financial Implications:

The Toronto Police Service (Service) is expected to deliver the services provided for in the Cooperation and Partner Services Agreements at its own cost. The Service has been delivering the services related to a C.Y.A.C. and therefore funding is already allocated in the Services' 2020 operating budget.

The facility rental cost at 245 Eglinton Avenue East is \$100,000 annually, which has also been included in the 2020 operating budget request.

Background / Purpose:

The C.Y.A.C. opened in October 2013 after the first five year Cooperation and Partner Services Agreement was signed. The C.Y.A.C. is comprised of specialized child abuse investigators from the Service, in collaboration with members of the Catholic Children's Aid Society, the Children's Aid Society of Toronto, the Hospital for Sick Children's Suspected Child Abuse and Neglect Program (SCAN), Radius Child & Youth Services, and Boost Child & Youth Advocacy Centre.

The C.Y.A.C. is a child-focused, community-oriented, multi-disciplinary facility where the professionals involved in the investigation, treatment and management of child abuse cases work together to ensure that a child's safety and best interests are paramount.

When the C.Y.A.C. opened its doors in 2013 they provided investigative coverage to eleven of the Service's seventeen Divisions. In February of 2019 as a result of the success of the model with enhanced service delivery, the C.Y.A.C. expanded their catchment area to include all Divisions of the Service. The unit is now staffed with thirty-eight members of Sex Crimes.

Discussion:

The C.Y.A.C. is a collaboration of Service Partners coming together to meet common goals. The Service Partners all recognize the benefit of continuing this coordinated and inter-disciplinary approach toward the prevention and treatment of child abuse.

The C.Y.A.C. improves the quality of service and helps reduce re-victimization of abused children. It focuses heavily on the investigative phase of child abuse cases, while meeting the requirement for a broader range of services to respond to the immediate needs of abused children and youth.

The goal of the C.Y.A.C. is to ensure that child and youth victims of abuse and their families receive the very best child-focused investigation and treatment and support services available to them all under one roof, in a child-friendly environment. The multi-disciplinary team works collaboratively providing a spectrum of services, including the following:

- Criminal investigation and child protection
- Case coordination, case management and liaison
- Post interview debriefings
- Weekly case reviews
- Peer reviews of child interviews
- Medical service & treatment
- Reassuring clients, providing information relevant to investigation
- Mental health services

The C.Y.A.C. has the support of the Chief of Police, and the Boards of the Children's Aid Society of Toronto, the Catholic Children's Aid Society of Toronto, the Hospital for Sick Children, Radius Child & Youth Services and Boost Child & Youth Advocacy Centre.

The Service Partners have drafted a Cooperation Agreement and a Partner Services Agreement relating to the C.Y.A.C. which will be signed by each Service Partner.

The Cooperation Agreement, attached as Appendix “A” to this report, outlines the general framework and commitments in the ongoing operation of the C.Y.A.C.

The Partner Services Agreement, attached as Appendix “B” to this report, outlines the terms and conditions and framework within which the Service shall provide services in the continued operation of the C.Y.A.C.

The attached Cooperation Agreement and Partner Services Agreement are in close to final form and have been reviewed and approved as to form by the City Solicitor. They have also been reviewed and approved from an operations perspective by the Service’s Legal Services. Once the final documents are available for signature, the City Solicitor will stamp the attached documents as approved to form, prior to their execution.

Conclusion:

The C.Y.A.C. has had a significant impact on the way child abuse investigations are conducted in Toronto.

Since becoming operational in October 2013, members have investigated over 4500 occurrences and interviewed over 8000 individuals.

The C.Y.A.C. is a product of the collaborative efforts of public and private agencies and delivers efficiencies for all partner agencies. The Service Partners have worked diligently to create a leading edge model that will set the example of future C.Y.A.C. models.

Deputy Chief Jim Ramer, Specialized Operations Command, will be in attendance to answer any question that the Board may have.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original with signature on file at Board office

BOOST CHILD & YOUTH ADVOCACY CENTRE

and

TORONTO POLICE SERVICES BOARD

and

CHILDREN'S AID SOCIETY OF TORONTO

and

CATHOLIC CHILDREN'S AID SOCIETY OF TORONTO

and

THE HOSPITAL FOR SICK CHILDREN

and

RADIUS CHILD and YOUTH SERVICES

COOPERATION AGREEMENT

DATED:
December 2, 2019

TABLE OF CONTENTS

Article 1 INTERPRETATION.....	4
Article 2 SERVICES, COVENANTS AND OBLIGATIONS.....	8
Article 3 FUNDING AND FINANCING	10
Article 4 GOVERNANCE	10
Article 5 REPRESENTATIONS AND WARRANTIES	15
Article 6 TERM AND TERMINATION	15
Article 7 CONFIDENTIALITY	17
Article 8 INDEPENDENT CONTRACTORS	17
Article 9 RESOLUTION OF DIFFERENCES	18
Article 10 MISCELLANEOUS.....	19

COOPERATION AGREEMENT

This cooperation agreement is dated as of December 2, 2019

AMONG:

BOOST CHILD & YOUTH ADVOCACY CENTRE,
a not-for-profit corporation established under the laws of the
Province of Ontario (hereinafter "**Boost CYAC**");

and

TORONTO POLICE SERVICES BOARD, a municipal
authority established under the laws of the Province of Ontario
(hereinafter "**TPSB**");

and

CHILDREN'S AID SOCIETY OF TORONTO, a not for profit
corporation established under the laws of the Province of Ontario
(hereinafter "**CAST**");

and

CATHOLIC CHILDREN'S AID SOCIETY OF TORONTO, a
not for profit corporation established under the laws of the
Province of Ontario (hereinafter "**CCAS**");

and

THE HOSPITAL FOR SICK CHILDREN, a public hospital
established under the laws of the Province of Ontario (hereinafter
"**SCAN**");

and

RADIUS CHILD and YOUTH SERVICES, a corporation
established under the laws of Canada (hereinafter "**RADIUS**", and
collectively with Boost, TPSB, CAST, CCAS and SCAN, the
"**Service Partners**");

RECITALS:

- A. Each Service Partner engages in, or provides services in respect of, the prevention and treatment of child abuse in Canada, and recognizes the benefit of establishing a coordinated and inter-disciplinary approach toward the prevention and treatment of child abuse.

In 2013, the Service Partners created a Child & Youth Advocacy Centre for the City of Toronto ("**Boost CYAC**"), which is coordinated and effected through the existing legal structure of Boost CYAC. Boost CYAC provides a coordinated, seamless, inter-disciplinary response to child abuse victims and their non-offending family members (**hereinafter "Clients"**) within a child-friendly environment. Boost CYAC offers investigation, protection, victim advocacy, medical examinations, treatment, support, and follow-up care through one centralized hub and any satellite locations necessary. In establishing Boost CYAC, the Service Partners are providing the City of Toronto with a centre of leadership in promoting excellence in child abuse services, research, training and prevention education. Boost CYAC is a collective voice in promoting a community response to protecting children in the City of Toronto from abuse.

- B. The Service Partners have agreed to enter into this Cooperation Agreement ("**Agreement**") to set out a general framework and certain commitments with respect to the operation of Boost CYAC.

- C. While the TPSB is the signatory to this Agreement, pursuant to the terms of the Ontario *Police Services Act*, the Chief of Police and officers of the Toronto Police Service are independently responsible for the provision of the policing services identified in Section 2.1(b) of this Agreement and have indicated their willingness to provide those services in accordance with this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 Definitions.** In this Agreement, the following capitalized terms shall have the respective meanings below:

"**Affiliate**" means, with respect to any Person, any other Person, who directly or indirectly controls, is controlled by, or is under direct or indirect common control of, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to "**control**" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term "**controlled**" shall have a similar meaning. In respect of TPSB, "Affiliate" excludes the City of Toronto and the Province of Ontario.

"**Agreement**" means this cooperation agreement and all the schedules attached hereto, as may be amended from time to time in accordance with its terms.

"Applicable Law" means (i) any foreign or domestic constitution, treaty, law, legislation, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, order or other requirement having the force of law, (ii) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law (collectively, the "**Law**") relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it or charged with its administration or interpretation.

"Business Day" means any day except Saturday, Sunday or any day on which the courts are generally not open for business in the City of Toronto, Ontario.

"Client" has the meaning ascribed thereto in the Recitals.

"Confidential Information" means all information, documentation, knowledge, data or know-how owned, possessed or controlled by or relating to a Party or acquired or developed for its benefit, in whatever form communicated or maintained, whether orally, in writing, electronically, in computer readable form or otherwise, that a Party treats as confidential including, fleet management reports, financial data, business plans, information relating to existing, prior and prospective customers, trade secrets, technical information, computer systems and software, results of research, personal information regarding Clients and employees, and other data, but does not include any information that:

- (a) has generally become known to the public other than as a result of disclosure contrary to this Agreement;
- (b) becomes available to a Receiving Party on a non-confidential basis from a Person other than the Information Provider in circumstances where such Person is not, to the Receiving Party's knowledge, otherwise bound by a confidentiality obligation to any other party;
- (c) is independently known to the Receiving Party prior to receiving same hereunder and was not received under any obligations of confidentiality; or
- (d) the Receiving Party is required by law to disclose.

"Damages" means, whether or not involving a Third Party Claim, any loss, cost, liability, claim, interest, fine, penalty, assessment, Taxes, damages available at law or in equity (including incidental, consequential, special, aggravated, exemplary or punitive damages), or expense (including reasonable costs, fees and expenses of legal counsel on a full indemnity basis, without reduction for tariff rates or similar reductions and reasonable costs, fees and expenses of investigation).

"Dispute" has the meaning set out in Section 9.1 of this Agreement.

"Governmental Authority" means, whether foreign or domestic, (i) any federal,

provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or domestic instrumentality, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority having jurisdiction in the relevant circumstances, but not a police service or children's aid society.

"Information Provider" means a Service Partner that provides Confidential Information to another Service Partner or all other Service Partners, as the case may be.

"JMT" means the Joint Management Team of the CYAC, organized and operated in accordance with Section 4.2.

"Parties" collectively means the Service Partners, each individually referred to as a **"Party"**.

"Partner Services Agreement" has the meaning ascribed thereto in Section 2.2.

"Personal Information" means information about an identifiable individual as defined in Privacy Law.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

"Privacy Law" means the *Personal Information Protection and Electronic Documents Act* (Canada), the *Freedom of Information and Protection of Privacy Act* (Ontario), the *Personal Health Information Protection Act* (Ontario), the *Municipal Freedom of Information and Protection of Privacy Act*, and any other Applicable Law now in force or that may in the future come into force governing the collection, use, disclosure and protection of personal information applicable to any party or to any information collected, used or disclosed in the course of providing or receiving the services.

"Protocols" has the meaning set out in Section 2.4(b) of this Agreement.

"Receiving Party" means a Service Partner that receives Confidential Information from another Service Partner, or all of the other Service Partners, as the case may be.

"Renewal Term" has the meaning set out in Section 6.1(b) of this Agreement.

"Representatives" means, when used with respect to a Service Partner, each director, officer, employee, agent, consultant, adviser, lawyer and other representative of that Party.

"Taxes" means all taxes including all income, sales, use, goods and services, harmonized sales, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property and personal property taxes, and any other taxes, customs duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers' compensation premiums, together with any instalments

with respect thereto, and any interest, fines and penalties, in all cases imposed by any Governmental Authority in respect thereof and whether disputed or not.

"Term" means all subsequent Renewal Terms.

"TPS" means Toronto Police Service.

1.2 Additional Rules of Interpretation.

- (a) *Payment Obligation.* Any payment contemplated by this Agreement shall be made by cash, certified cheque or any other method that provides immediately available funds.
- (b) *Actions on Non-Business Days.* If any payment is required to be made or action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next business day.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement.
- (e) *Words of Inclusion.* Wherever the words "include" , "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation " and the words following "include" , "includes" or "including" shall not be considered to set forth an exhaustive list.
- (f) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (g) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

1.3 Schedules. The Schedules listed below and attached to this Agreement are incorporated herein by reference and are deemed to be an integral part of this Agreement. In the event

of any inconsistency between any of the provisions of the main terms and conditions of this Agreement and the Schedules, the main terms and conditions of this Agreement shall prevail.

- Schedule 2.4(b) - Boost CYAC Record Keeping and Disclosure Protocol
- Schedule 4.1(f) - Communications Protocol

ARTICLE 2 SERVICES, COVENANTS AND OBLIGATIONS

2.1 Partner Services. Each of the Service Partners acknowledges and agrees to provide the following services in respect of Boost CYAC:

- (a) *Boost CYAC Services.* Boost CYAC shall make available a facility, a manager (the "**Manager**") and Advocates to facilitate support for the child and/or youth and family throughout the entire process of investigation and treatment. Boost CYAC will provide operational support, maintain a positive relationship between the advocacy team and all other personnel within Boost CYAC, develop plans for advocacy services, and generally provide a continuum of service throughout the process to the child and family.
- (b) *TPS Services.* The TPS shall conduct criminal investigations arising out of child abuse cases, interview victims, witnesses and suspected perpetrators, carry out arrests, collect evidence and work with the Crown Attorney's Office - Ministry of the Attorney General in preparation for court and to prepare for the prosecution phase.
- (c) *CAST Services.* CAST shall take responsibility for all child welfare activities in respect of all cases that fall within CAST's jurisdiction. Joint investigations with the TPS will continue to follow the established Protocols.
- (d) *CCAS Services.* CCAS shall take responsibility for all child welfare activities in respect of all cases that fall within CCAS's jurisdiction. Joint investigations with the TPS will continue to follow the established Protocols.
- (e) *SCAN Services.* SCAN shall provide comprehensive health services for children and youth. The Nurse Practitioner - Pediatrics from the SCAN Program will provide medical consultation and medical evaluations. The Nurse Practitioner - Pediatrics will work directly with members of the SCAN Program to ensure children and youth receive appropriate and timely medical care. A SCAN psychosocial team member(s) will provide consultation and clinical service as part of the Boost CYAC mental health team.
- (f) *Radius Child and Youth Services.* Radius shall provide mental health services including consultation to the child and/or youth and family throughout the entire process of investigation and treatment. Radius will participate in case reviews/conferences, conduct trauma screening to determine if further mental

health intervention is warranted, and if so, may provide short-term intervention or will work with the advocates to make referrals.

- 2.2 Partner Services Agreements.** Each Service Partner acknowledges and agrees that the terms pursuant to which the services to be provided by each Service Partner in respect of the CYAC as described in Section 2.1 shall be set out in a separate services agreement to be entered into between the Service Partner and Boost CYAC (each a "**Partner Services Agreement**"). Each Partner Services Agreement shall be executed at the same time as the execution of this Agreement and will contain a detailed description of the services to be provided by the Service Partner in connection with its participation in the CYAC, and shall set out the obligations and expectations of each Service Partner.
- 2.3 Service Quality.** Each Service Partner agrees that it shall deliver the services it has committed to provide in this Agreement and in its Partner Services Agreement, and fulfill its obligations under each, in a high quality, efficient, diligent and competent manner and will exercise the degree of care, skill and diligence that is appropriate to the type of service that is being provided and shall comply with, or exceed, the standards, specifications, policies, procedures and directions as specified in such Service Partner's governing legislation, regulation, or policies and procedures.
- 2.4 Joint Obligations.**
- (a) *Applicable Law.* Each Service Partner shall, in performing its obligations under this Agreement and its applicable Partner Services Agreement, comply with, and will cause each of its Affiliates, as applicable, to comply with all Applicable Laws, as such Applicable Laws may be amended from time to time.
 - (b) *Privacy Law.* The Parties hereto acknowledge and agree that the provision of services by each Service Partner shall comply with and be governed by the Protocol for Joint Investigations of Child Physical & Sexual Abuse and Boost CYAC Record Keeping and Disclosure Protocol (the "**Protocols**"). A copy of the Protocols are attached to this Agreement as Schedules 2.4(b) and 4.1(f) respectively, and all activities and interactions occurring at or with respect to Boost CYAC shall be undertaken in accordance with the Protocols. In addition to adhering to the procedures and guidelines set out in the Protocols, each Party shall comply with all Privacy Laws and its internal policies related to privacy and Personal Information. Notwithstanding anything else in this Section 2.4(b), the Parties also acknowledge and agree that on December 14, 2005, the Governor General in Council published an order declaring that the *Personal Health Information Protection Act* (Ontario) is "substantially similar" to Section 1 of the *Personal Information Protection and Electronic Documents Act* (Canada), and Health Information Custodians (including SCAN) are exempt from Part 1 of *Personal Information Protection and Electronic Documents Act* (Canada) with respect to collection, use, and disclosure of personal information in Ontario. Additionally, Section 8 of the *Personal Health Information Protection Act* (Ontario) addresses the general inapplicability of *Freedom of Information and Protection of Privacy Act* (Ontario) and *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) to personal health information in the custody of a Health Information Custodian (as that term is defined in such applicable legislation) such as SCAN.

ARTICLE 3 FUNDING AND FINANCING

- 3.1 Funding Commitments.** Each Service Partner acknowledges and agrees that it, or its Affiliates, as applicable, has agreed to obtain or designate or otherwise make available for the purposes of operation of Boost CYAC certain funds, which funds shall be paid to Boost CYAC for the purposes of, or shall otherwise be paid by such Service Partner only in respect of, the furtherance of Boost CYAC. These funds will be paid to Boost CYAC on a cost recovery basis for the space that is utilized by the Service Partner for its operations.
- 3.2 Services at Cost of Service Partner.** Each Service Partner acknowledges that it, or its Affiliates, as applicable, shall deliver all services to be provided by it under this Agreement and the independent Partner Services Agreements at its own cost, and that no costs of any Service Partner related to the provision of services by such Service Partner pursuant to this Agreement and the independent partner Services Agreements may be recovered by such Service Partner from Boost CYAC, or any other Service Partner.
- 3.3 Funding Changes.** If a material change in the amount of funding to be made available by or to a Service Partner, as set out in the Partner Services Agreements, in respect of Boost CYAC occurs, or can reasonably be expected to occur, the Service Partner, in respect of which such material change has occurred or may occur shall promptly notify the Board of Directors of Boost CYAC and each of the other Service Partners, where after the Service Partners shall engage in good faith discussions to attempt to resolve any organizational or operational issues related to any such change.

ARTICLE 4 GOVERNANCE

4.1 Governance of Boost CYAC.

- (a) *Business and Affairs of Boost CYAC.* The Service Partners acknowledge and agree that Boost CYAC shall be the legal entity through which the activities and operation of Boost CYAC are coordinated. Boost CYAC and each Service Partner shall cause such meetings of Boost CYAC and the Service Partners to be held, votes cast, resolutions passed, by-laws enacted, documents executed and all things and acts done to ensure the following arrangements continue with respect to the operation and control of Boost CYAC:
- (i) the Board of Directors of Boost CYAC (the "**Board**") shall be constituted such that it appropriately reflects the inter-disciplinary character of the CYAC;
 - (ii) the Board shall comprise of up to eighteen (18) directors, which directors shall be nominated for election and appointment as follows:

- (a) one director of Boost CYAC shall be entitled, but not required, to be a member of Toronto's Indigenous community, which director shall be nominated for appointment as a director following consultation with Native Child and Family Services of Toronto;
 - (b) for so long as CCAS is a Party hereto and is participating in the CYAC, CCAS shall be entitled, but not required, to nominate for appointment one director of Boost CYAC by virtue of their office;
 - (c) for so long as CAST is a Party hereto and is participating in the CYAC, CAST shall be entitled, but not required, to nominate for appointment one director of Boost CYAC by virtue of their office;
 - (d) for so long as the TPSB is a party hereto and is participating in the CYAC, the TPSB shall be entitled, but not required, to nominate for appointment one director of Boost CYAC by virtue of their office;
 - (e) for so long as the Hospital for Sick Children ("Sick Kids") and, in particular, a member of the Suspected Child Abuse and Neglect Program ("SCAN") operated by Sick Kids is a Party hereto and is participating in the CYAC, Sick Kids shall be entitled, but not required, to nominate for appointment one director of Boost by virtue of their office,
 - (f) for so long as Radius is a party to and is participating in Boost CYAC, Radius shall be entitled, but not required, to nominate for appointment one director of Boost CYAC by virtue of their office; and
 - (g) up to twelve (12) directors shall be community members elected and appointed in accordance with the constating documents of Boost.
- (iii) if any Service Partner does not exercise its right to appoint for nomination an individual to become a director of Boost CYAC pursuant to the rights described in Sections 4.1 (a)(ii)(b) through 4.1 (a)(ii)(b), (c), (d) and (e), then the position on the Board in respect of which the Service Partner has a right to nominate an individual for election shall remain vacant until such time as the Service Partner nominates an individual for appointment to the Board and that individual is appointed a director of Boost CYAC; and
 - (iv) the Co-Chairs of the Board shall be director(s) of Boost CYAC appointed pursuant to Section 4.1(a)(ii)(f) hereof.
- (b) *Board Responsibilities.* The Board shall be responsible for providing oversight of Boost CYAC operations and activities, setting appropriate policies where necessary, and ensuring consistency with the by-laws of Boost CYAC.
 - (c) *Committees.* The Board shall form and maintain the following committees, each of which shall have at least one member that is a representative appointed by one of the Service Partners:

- i. Finance Committee; and
- ii. Governance and Nominating Committee.

provided, however, that this Section 4.I(c) shall not prohibit the Board from forming and maintaining any other committees of the Board as may be provided for by the constating documents of Boost CYAC. The Finance Committee and the Governance and Nominating Committee shall each have at least one member nominated jointly by the directors appointed pursuant to Sections 4.I (a)(ii)(b), (c), (e) and (g).

- (d) *Prohibition and Limitation.* The Board may prohibit or limit the right of any Service Partner to provide services in conjunction with Boost CYAC, where the Service Partner is disruptive or fails to adhere to the policies and procedures established by the Board or the JMT pursuant to a Partner Services Agreement, in which event Service Partner shall, to the extent they are prohibited or limited from providing services, be released from obligations to provide services pursuant to this Agreement or the Partner Service Agreement.
- (e) *Review.* Within thirty-six (36) months from the date of final execution of this Agreement, the Board will conduct a review of the Board's structure and function, the JMT mandate, structure and operations, and other matters related to Boost CYAC as may be directed by the Board or agreed to by the Parties. The Board will present any recommendations and outcomes of this review to the Service Partners.
- (f) *Communications Protocol.* The Parties hereto agree that the communications protocol attached hereto as Schedule 4.1(f), as updated and amended from time to time shall be the communications protocol by which all external communications relating to Boost CYAC shall be governed.

4.2 Joint Management Team.

- (a) *JMT Responsibilities.* The Service Partners agree to create the JMT, which shall be responsible for the development of procedural norms and the provision of strategic leadership, direction, and coordination of the delivery of interdisciplinary services through Boost CYAC. The JMT will also be responsible for participating in the evaluation of Boost CYAC services and assessing the feasibility of new program developments. The JMT is accountable collectively to the President and Chief Executive Officer ("CEO") of Boost CYAC and the Board; however each on-site partner is accountable to its own organization.
- (b) *Participant Responsibilities.* Each member of the JMT will:
 - (i) supervise the designated staff from his or her organization;
 - (ii) contribute his/her expertise;
 - (iii) participate fully and actively through consistent attendance;

- (iv) complete required tasks outside meeting times within the agreed upon timelines; and
 - (v) keep his or her direct supervisor informed of the JMT's development and obtain any approvals when necessary.
- (c) *Frequency of Meetings.* Each of the Parties hereto acknowledges and agrees that the **JMT** shall meet once each month, or as more frequently agreed to by the Parties, and each of the Parties hereto covenants that it shall do all things and cause all things to be done to ensure that meetings of the **JMT** occur in accordance with this Section 4.2(c).
- (d) *JMT Composition.* The JMT shall comprise the following individuals:
- (i) The President and Chief Executive Officer of Boost;
 - (ii) Boost CYAC Advocacy Manager(s) of Boost;
 - (iii) the Supervisor(s) from CCAS assigned to the CYAC;
 - (iv) the Supervisor(s) from CAST assigned to the CYAC;
 - (v) the Staff Sergeant (or his or her designate) from TPS assigned to the CYAC;
 - (vi) the Nurse Practitioner from SCAN assigned to the CYAC; and
 - (vii) the Mental Health Manager from Radius assigned to the CYAC.

4.3 Child & Youth Advocacy Community Partners Advisory Committee ("CPAC")

- (a) *CPAC Responsibilities.* CPAC is intended to provide ongoing collaborative support for the CYAC and its future evolution and development through:
- (i) continuing cooperation in the establishment, implementation and advancement of Boost CYAC for the City of Toronto as a centre of leadership in excellence in child abuse services, research, training and education;
 - (ii) promoting and facilitating a coordinated, seamless, interdisciplinary response to child abuse victims and their families;
 - (iii) serving as a forum for guidance on matters related to Boost CYAC, including serving as a forum for the resolution of issues and disputes among Parties participating in Boost CYAC as set out in this Agreement;
 - (iv) advising and working with the Board on the future development of Boost CYAC by identifying further opportunities for improved coordination and

- effectiveness in the delivery of services to children and youth experiencing or at risk of experiencing child abuse in Toronto; and
- (v) supporting collective actions that enhance public awareness and understanding of the needs of abused children and their families.
- (b) *CPAC Composition.* CPAC shall comprise the following individuals:
- (i) President & Chief Executive Officer of Boost
 - (ii) Senior Officer - Toronto Police Service
 - (iii) Executive Director - Catholic Children's Aid Society of Toronto
 - (iv) Chief Executive Officer - Children's Aid Society of Toronto
 - (v) Executive Director - Jewish Family & Child
 - (vi) Executive Director - Native Child & Family Services of Toronto
 - (vii) Executive Director - Radius Child & Youth Services
 - (viii) Clinical Director - SCAN Program, SickKids
- (c) *Team Members Responsibilities.* Each participant is a representative of his/her respective agency and will support the mandate of the CYAC through:
- (i) contributing his/her expertise;
 - (ii) participating fully and actively through consistent attendance;
 - (iii) completing required tasks outside of meeting times within the agreed upon timelines; and
 - (iv) keeping his/her Board or Board of Directors of the respective Service Partner informed of CYAC development, and to obtain approval as necessary.
- (d) *Frequency of Meetings.* Each of the Parties hereto acknowledges and agrees that CPAC will meet at least annually. By agreement of the parties, the number of meetings may be changed. There will be a joint meeting of CPAC and the Board at least once a year to review and discuss Boost CYAC including Boost CYAC performance and effectiveness, community awareness and support, and future opportunities and directions. CPAC will consider and provide advice to the Board on the terms of reference for the review referenced in Section 4.I (e) and will consider the findings and recommendations of the review and provide comments and advice to the Board.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties of each Service Partner.** Each Service Partner (the "**Representing Service Partner**") represents and warrants as follows:

- (a) *Due Authorization.* The Representing Service Partner has all necessary power, authority, and capacity to enter into this Agreement and to carry on the services outlined in Article 2 and otherwise complies with its obligations hereunder.
- (b) *Enforceability of Obligations.* This Agreement constitutes the valid and binding obligation of the Representing Service Partner enforceable against the Representing Service Partner in accordance with its terms, subject to limitations on enforcement imposed by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of the rights of creditors and others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

ARTICLE 6 TERM AND TERMINATION

6.1 **Term.**

- (a) *Term.* The term of this Agreement will commence on the date of final execution of this Agreement and will remain in effect for a term of five (5) years (the "**Term**").
- (b) *Renewal Term.* This Agreement will automatically renew for successive five (5) year periods (each a "**Renewal Term**"), unless a Party provides written notice of its intent not to renew, for any reason and in its sole discretion, six (6) months prior to the expiry of the Initial Term or any Renewal Term, following which this Agreement shall terminate with respect to the Party who has provided such notice of non-renewal but shall otherwise remain in force with respect to any Parties who have not delivered a notice of non-renewal pursuant to this Section 6.1(b).
- (c) *Continuing Validity.* For greater clarity, the failure to renew the Agreement by any of the Service Partners for whatever reason shall not affect the validity of this Agreement in respect of the remaining Service Partners as it relates to those Service Partners.

6.2 **Termination Rights of Service Partners.** Each Service Partner other than Boost CYAC may immediately and without penalty terminate its obligations under this Agreement, at any time during the Term upon written notice to the other Service Partners, if:

- (a) *Material Breach.* Boost CYAC is in material breach of any of the terms or conditions of this Agreement or the Partner Services Agreement to which the terminating Service Partner is a party, and fails to cure, to the satisfaction of the Service Partner, acting

reasonably, such breach within ninety (90) days following the date of delivery of written notice to Boost.

- (b) *Representations and Warranties.* The representations and warranties of the Boost CYAC in Section 5.1 were not true and correct in all material respects as of the date hereof.
- (c) *Fraud.* An individual acting as a representative of Boost CYAC is associated with fraud, corruption, or any other criminal or regulatory investigations or charges that could reasonably be expected to damage the reputation of a Service Partner.
- (d) *Cease Conducting Business.* If Boost CYAC ceases conducting activities, substantially changes the nature of its activities, or, as a result of other Service Partners having severed their relationship with Boost CYAC, is no longer able to perform its activities.
- (e) *Bankruptcy.* Boost becomes bankrupt or insolvent or takes the benefit under Applicable Law of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of Boost CYAC's existence or the liquidation of its assets, or if a trustee, receiver, receiver/manager or like person is appointed with respect to the business or assets of Boost CYAC.
- (f) *Continuing Validity.* For greater clarity, the termination of the Agreement by any of the Service Partners other than Boost CYAC for whatever reason shall not affect the validity of this Agreement in respect of the remaining Service Partners as it relates to those Service Partners.

6.3 Termination Rights of Boost: This Agreement may be terminated with respect to an individual Service Partner immediately and without penalty by Boost CYAC, at any time during the Term upon written notice to the other Service Partners, if:

- (a) *Material Breach.* The Service Partner is in material breach of any of the terms or conditions of this Agreement or the Partner Services Agreement to which the Service Partner is a party, and fails to cure, to the satisfaction of Boost CYAC, acting reasonably, such breach within ninety (90) days following the date of delivery of written notice to the Service Partner.
- (b) *Representations and Warranties.* The representations and warranties of the Service Partner in Section 5.1 were not true and correct in all material respects as of the date hereof.
- (c) *Fraud.* An individual acting as a representative of the Service Partner at Boost CYAC is associated with fraud, corruption, or any other criminal or regulatory

investigations or charges that could reasonably be expected to damage the reputation of Boost CYAC.

- (d) *Cease Conducting Activities.* The Service Partner ceases conducting activities or substantially changes the nature of its activities.
- (e) *Bankruptcy.* If the Service Partner becomes bankrupt or insolvent or takes the benefit under Applicable Law of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Service Partner's existence or the liquidation of its assets, or if a trustee, receiver, receiver/manager or like person is appointed with respect to the business or assets of the Service Partner.
- (f) *Continuing Validity.* The termination of the Agreement by Boost CYAC with respect to an individual Service Partner for whatever reason shall not affect the validity of this Agreement in respect of the remaining Service Partners as it relates to those Service Partners.

6.4 Partner Services Agreement Termination. If the Partner Services Agreement between a Service Partner and Boost CYAC is terminated for any reason, then the provisions of this Agreement applicable to the Service Partner party to the Partner Services Agreement that is terminated shall immediately terminate with respect to such Service Partner as of the date of termination of the Partner Services Agreement between that Service Partner and Boost CYAC.

6.5 Survival. The following provisions shall survive the expiration and any termination of this Agreement: Article 7 (*Confidentiality*) and Article 10 (*Miscellaneous*).

ARTICLE 7 CONFIDENTIALITY

7.1 Confidential Information Policy. The use and disclosure of all Confidential Information disclosed by the Parties pursuant to this Agreement or a Partner Services Agreement shall be subject to the Protocol attached hereto as Schedule 2.4(b). The terms, conditions and policies set out in the Protocol shall have priority over any other terms of this Agreement respecting Confidential Information.

ARTICLE 8 INDEPENDENT CONTRACTORS

8.1 No Legal Partnership. Nothing herein constitutes or is to be construed as or creates in any way or for any purpose a partnership, joint venture, a fiduciary relationship, obligation or duty on the part of any Service Partner, or principal-agent relationship among the Service Partners. No Service Partner shall have power or authority to bind or commit another Service Partner. In performing its obligations under this Agreement and the separate Partner Services Agreements hereunder, none of the employees and agents of a Service Partner other than Boost CYAC are employees or agents of Boost CYAC, or each other, nor are they eligible or entitled to any compensation, benefits, perquisites or privileges (including severance) given or extended to any Boost CYAC

employees or employees of another Service Partner.

ARTICLE 9 RESOLUTION OF DIFFERENCES

- 9.1 Good Faith Discussions.** In the event of any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination of any provision of this Agreement, including claims seeking redress or asserting rights under Applicable Law (each, a "**Dispute**"), the Parties shall use their respective reasonable efforts to negotiate in good faith and attempt to resolve such Dispute amicably for a period of thirty (30) days following one Party's written request to the other Parties for such a meeting. If, however, any relevant Party refuses or fails to so meet, or the Dispute is not resolved by negotiation within the thirty (30) days, the provisions of Section 9.2 shall apply. All discussions, negotiations and other information exchange among the Parties during the foregoing proceedings will be without prejudice to the legal position of any Party in any subsequent mediation.
- 9.2 Escalation of Dispute Resolution.** Any Dispute under this Agreement that is not otherwise settled in the manner described in Section 9.1 shall be referred to the President & CEO of Boost CYAC and the executive leads of the Service Partners. If the Dispute is not resolved by the President & CEO and executive leads within 30 days, then the dispute shall be referred to the Board. The President & CEO may also refer the dispute to the Board at his or her discretion at any time during the 30 day period. If the Dispute has not been resolved by the Board within an additional 30 days, then the affected Parties may seek such additional recourse as may be available to them.
- 9.3 Dispute Exceptions.** Notwithstanding the dispute resolution provisions provided in Sections 9.1 and 9.2 above, the Parties need not attend a meeting for the purpose of resolving a Dispute or otherwise escalate the consideration of the Dispute in accordance with Sections 9.1 or 9.2 prior to seeking relief from a court of competent jurisdiction for a Dispute that relates to:
- (a) a breach of Article 7 (*Confidential Information*) of this Agreement;
 - (b) a breach of Section 2.4(b) (*Privacy Law*) of this Agreement; or
 - (c) any other claim where injunctive relief (whether prohibiting a Party from acting or commanding a Party to act) is sought from the court.
- 9.4 Continuation of Services.** Notwithstanding the dispute resolution provisions provided in Section 9.1, 9.2, 9.3 and 9.4, the Service Partners shall continue to provide the applicable services during a Dispute.

ARTICLE 10 MISCELLANEOUS

- 10.1 Good Faith.** The Parties hereto agree that each Party shall deal at all times in good faith with the other Parties hereto with respect to all matters governed by this Agreement.
- 10.2 Assignment.** No Service Partner may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other Service Partners.
- 10.3 Third Party Beneficiaries.** Except as is expressly set forth to the contrary in this Agreement, all rights, remedies, and obligations of the Parties under this Agreement shall accrue or apply solely to the Parties hereto or their permitted successors or assigns and there is no intent to benefit any third Person.
- 10.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as an Ontario contract, subject to Article 9, the courts of the Province of Ontario shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.
- 10.5 Entire Agreement.** This Agreement (including the schedules hereto), taken together with the Partner Services Agreement entered into by each Service Partner, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals and understandings, oral or written, with respect to such matters, including the draft Memorandum of Understanding among the Service Partners.
- 10.6 Notices.** Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by fax or other similar means of electronic communication, in each case to the applicable address set out below:

if to BOOST CYAC, to:

BOOST CHILD & YOUTH ADVOCACY CENTRE

245 Eglinton Avenue East, 2nd

Floor, Toronto, ON M4P 3B7

Tel: (416) 515-1100

Fax: (416) 515-1227

Attn: Karyn Kennedy – President & CEO

E-mail: kennedy@boostforkids.org

if to TPSB, to:

TORONTO POLICE SERVICES BOARD

40 College Street

Toronto, ON
M5G 2J3
Tel: (416) 808-8080
Fax: (416) 808-8082
Attn: Executive Director

if to CAST, to:

CHILDREN'S AID SOCIETY OF TORONTO
30 Isabella Street
Toronto, ON M4Y
1N1
Tel: (416) 924-4646
Attn: Paul Rosebush, Chief Executive Officer

if to CCAS, to:

CATHOLIC CHILDREN'S AID SOCIETY OF TORONTO
26 Maitland Street
Toronto, ON M4Y 1C6
Tel: (416) 395-1501
Fax: (416) 395-0583
Attn: Mark Kartusch

if to SCAN, to:

THE HOSPITAL FOR SICK CHILDREN
555 University Avenue
Toronto, ON M5G 1X8 Attn:
President and CEO
With a copy to: Legal Services Department at the same address

if to Radius, to:

**RADIUS CHILD & YOUTH
SERVICES**
60 Lakeshore Road West
Oakville, ON L6K 1E1
Tel: (905) 825 3242
Attn: Allan Bishop

- 10.7 Severability.** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision has no effect on the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid, illegal or unenforceable under any rule of Applicable Law or public policy, (i) the Parties will substitute for the invalid provision a valid provision that most closely gives effect to the original intent of the Parties such that the provisions contemplated hereby (and associated economic effect) are fulfilled to the fullest extent possible and (ii) the remainder of this Agreement and the application of such provision to other Persons, entities or circumstances will not be affected by such invalidity, illegality or unenforceability, nor will such invalidity, illegality or unenforceability affect the validity, legality or enforceability of such provision, or the application thereof, in any other jurisdiction.
- 10.8 Equitable Remedies.** Each of the Parties acknowledges that a breach by it of any of the covenants contained in Article 7 (*Confidentiality*) or Section 2.4(b) (*Privacy Law*) would result in Damages to the other Parties and that such Parties may not be adequately compensated for such Damages and awarded accordingly, the Parties agree that in the event of any such breach, in addition to any other remedies available at law or otherwise, the aggrieved Party shall be entitled as a matter of right to apply to a court of competent jurisdiction for relief by way of injunction, restraining order, decree or otherwise as may be appropriate to ensure compliance by the breaching Party and its Affiliates with the provisions of Article 7 (*Confidentiality*) or Section 2.4(b) (*Privacy Law*). Any remedy expressly set out in this Agreement shall be in addition to and not inclusive of or dependent upon the exercise of any other remedy available at law or otherwise. For greater certainty, the rights under Article 6 (*Term and Termination*) shall be in addition and without prejudice to any other rights which the non-defaulting Party may be entitled at law or under this Agreement by way of Damages, and any such termination shall not affect such Party's right to any other remedies to which it may be entitled by reason of breach hereunder at the date of such termination.
- 10.9 Amendment.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- 10.10 Waiver.** No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 10.11 Time of the Essence.** Time shall be of the essence of this Agreement.
- 10.12 Further Assurance.** Each Party shall, from time to time, promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to the provisions and intent of this Agreement.

10.13 Absence of Presumption. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly among the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

10.14 Counterparts. This Agreement may be executed in one or more counterparts, and/or by using electronic means of communication, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

BOOST CHILD & YOUTH ADVOCACY CENTRE

Karyn Kennedy, President & CEO

Name & Title

Signature

TORONTO POLICE SERVICES BOARD

Jim Hart, Chair

Name & Title

Signature

CHILDREN'S AID SOCIETY OF TORONTO

Paul Rosebush, Chief Executive Officer

Name & Title

Signature

CATHOLIC CHILDREN'S AID SOCIETY OF TORONTO

Mark Kartusch

Name & Title

Signature

THE HOSPITAL FOR SICK CHILDREN

President and CEO

Name & Title

Signature

**RADIUS CHILD & YOUTH
SERVICES**

Allan Bishop, Executive Director

Name & Title

Signature

SCHEDULE 2.4(b)

CYAC Record Keeping and Disclosure Protocol

Boost Child & Youth Advocacy Centre ("Boost CYAC") provides a collaborative community response to the investigation, treatment and prosecutions of child abuse cases. Employees of Agencies participating in Boost CYAC will be housed in one central location in order to improve communication and coordination of services to children and families. The following framework will govern record keeping of Boost CYAC and the participating agencies and the disclosure of information between those agencies.

- All professionals working in Boost CYAC will continue to document their work in accordance with legislation and standards governing their discipline and their specific employer's agency's policies and procedures.
- Each Agency will retain sole custody and control of its own records at all times, and the Boost CYAC will have no access to the records of the partner agencies, nor will professionals employed by any one agency have access to records of another agency.
- All the above documentation will be kept in separate and secure filing system within the centre.
- A separate central Boost CYAC record will be created for each child and/or family receiving services at Boost CYAC. This record will identify the Boost CYAC staff assigned, and will contain information that will be required for research purposes, but no confidential client material (except for the signed consent form).
- The central Boost CYAC record will be coded with a number that will be cross-referenced in all of the separate documentation as maintained by the different professionals.
- As soon as is possible and appropriate, the Advocate will introduce themselves to clients, explain their role and that of Boost CYAC and request that the client sign a consent form permitting disclosure of information between the various professionals.
- One consent form will be used at Boost CYAC to allow for free disclosure between all professional staff.
- If the client refuses to sign the consent, all case conferences or case discussions will be non-identifying from that point onward.
- Whether consents are signed or not, police and child welfare will continue to have free and open disclosure as per the Protocol for Joint Investigations of Abuse (2018).
- Formal Case Conferences will be documented by each participant and kept in their agency's records. A template for collecting non-identifying data for research purposes will be created to be used for all formal case conferences and these will be kept in the Boost CYAC file.
- Should any person associated with Boost CYAC have reason to suspect that a child may be in need of protection they will report this suspicion to the appropriate child welfare agency in accordance with the Child, Youth and Family Services Act (2018), whether consents have been provided or not.
- All professionals working in Boost CYAC will keep records held by them pertaining to a young person dealt with under the Youth Criminal Justice Act (YCJA) separate from the rest of the record. Prior to further disclosure of, or granting access to, YCJA records, the person authorized under the YCJA to access these records will determine the grounds for so doing pursuant to Part 6 of the YCJA. Reasons for further disclosure will be documented in the file.

SCHEDULE 4.I(f)

Communications Protocol

BOOST CYAC COMMUNICATIONS PROTOCOL

Rationale for a Communications Protocol

Boost CYAC is an initiative in the City of Toronto that brings together police, child protection, advocates, as well as medical and mental health service providers to provide coordinated, seamless services to children, youth and their families where child sexual abuse or serious physical abuse has occurred. The following protocol will outline the process that Boost CYAC will follow with respect to public and media inquiries.

A Communications Committee was established in 2013 to include designated communications representatives from the Toronto Police Service, Children's Aid Society of Toronto, Catholic Children's Aid Society of Toronto and the Child & Youth Advocacy Centre. Other members may be added as required.

Media Inquiries

It is the responsibility of Boost CYAC to respond quickly, respectfully, efficiently and helpfully to all media requests and/or inquiries. All calls from the media that come through Boost CYAC will be directed to the Boost CYAC Communications Manager, who will immediately contact the appropriate communications person at Toronto Police Service, Children's Aid Society of Toronto, and Catholic Children's Aid Society of Toronto so that they can respond accordingly.

Responses to the media will incorporate the following principles:

- Organizations will only speak about themselves and not others and, expect that other organizations will not speak on their behalf.
- The intent is to keep each other informed and to communicate in ways that are helpful to each other.
- Each organization needs to know what the other(s) are doing and be respectful of one another.

Any Boost CYAC staff member that is approached by the media for information or assistance must direct the inquiry to the Communications Manager.

Messages to the media and collaterals will:

- include clear and positive message about the role of Boost CYAC ;
- stress the community's responsibility for child protection;
- promote the collaborative nature of our work;
- encourage community support for our work; and
- respect confidentiality.

Media Releases/Public Service Announcements

The Boost CYAC Communications Committee and/or Manager will draft media releases on behalf of the CYAC. Media releases will direct media members to a designated spokesperson(s).

Media Conferences

Media conferences will be planned and coordinated by the Boost CYAC Communications Committee and/or Manager.

PARTNER SERVICES AGREEMENT

THIS AGREEMENT IS MADE as of the 2nd day of December, 2019 ("**Effective Date**") between **BOOST CHILD & YOUTH ADVOCACY CENTRE ("Boost CYAC")** and **TORONTO POLICE SERVICES BOARD ("Service Partner")**.

RECITALS:

1. Boost CYAC is the entity through which a number of participating entities and organizations provide a coordinated, seamless, inter-disciplinary response to child abuse victims and their non-offending family members within a child-friendly environment (the "**Centre**");
2. Boost CYAC and Service Partner are parties, among others, to a Cooperation Agreement (the "**Cooperation Agreement**") dated as of December 2, 2019 in which the terms upon which the Centre is to be organized and operated are set out and pursuant to which the Service Partner agrees to enter into a Services Agreement with Boost CYAC;
3. Service Partner has agreed to provide certain services in connection with the operation of the Centre and the offering of services to victims of child abuse and non-offending family members; and
4. Boost CYAC and Service Partner wish to enter into this Agreement to establish the terms and conditions and framework within which Service Partner shall provide Services (as defined below) in connection with the operation of Boost CYAC.

NOW THEREFORE in consideration of the mutual covenants, conditions and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties covenant and agree as follows.

1. Definitions

- 1.1 All capitalized terms used but not defined in this Agreement shall have the following meanings:

"Agreement" means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Agreement and not to any particular portion or section of this Agreement.

"Applicable Law" means (i) any foreign or domestic constitution, treaty, law, legislation, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, order or other requirement having the force of law, (ii) any policy, practice, protocol standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law (collectively, the "**Law**") relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

"Business Day" means any day except Saturday, Sunday or any day on which the courts are generally not open for business in the City of Toronto, Ontario.

"Boost CYAC Locations" means those Boost CYAC locations listed on Schedule "A" attached hereto, which list may be amended by Boost CYAC from time to time in its discretion by written notice to Service Partner.

"Governmental Authority" means, whether foreign or domestic, (i) any federal, provincial, state, municipal local or other governmental or public department, court, commission, board, bureau, agency or domestic instrumentality, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental private body exercising any regulatory, expropriation or taxing authority having jurisdiction in the relevant circumstances, but not a police service or children's aid society.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

"Privacy Laws" means the *Personal Information Protection and Electronic Documents Act* (Canada), the *Freedom of Information and Protection of Privacy Act* (Ontario), the *Municipal Freedom of Information and Protection of Privacy Act*, and any other Applicable Law now in force or that may in the future come into force governing the collection, use, disclosure and protection of personal information applicable to either party or to any information collected, used or disclosed in the course of providing or receiving the Services.

"Services" has the meaning ascribed to it in Section 3.1 and Schedule "B".

2. Term and Termination

- 2.1 This Agreement shall commence on the Effective Date set forth above and, subject to earlier termination as provided for in this Agreement, continue in effect for a term of 5 years terminating on September 30, 2024 (the "**Initial Term**"). The Initial Term shall thereafter automatically renew for additional five (5) year periods (the Initial Term and any renewal thereof being collectively referred to herein as the "**Term**") unless either party terminates this Agreement by no less than six (6) months written notice prior to the end of the then current Term.
- 2.2 This Agreement may be terminated by Boost CYAC immediately and without penalty, at any time during the Term upon written notice to the Service Partner, if:
- (a) *Material Breach.* Service Partner fails to fully comply with its obligations under Sections 6, 7, 8, and/or 13.2 hereof, or commits a material breach of any other obligation that is incapable by its nature of rectification;
 - (b) *Other Material Breach.* Service Partner is in material breach of any other term or condition of this Agreement or the Cooperation Agreement and fails to cure, to the satisfaction of Boost CYAC, acting reasonably, such breach within ninety (90) days following the date of delivery of written notice to Service Partner;
 - (c) *Representations and Warranties.* The representations and warranties of Service Partner in this Agreement were not true and correct in all material respects as of the date hereof;
 - (d) *Fraud.* An individual acting as a representative of Service Partner at the Centre is associated with fraud, corruption, or any other criminal or regulatory investigations or charges that could reasonably be expected to damage the reputation of Boost CYAC or the Centre;
 - (e) *Cease Conducting Activities.* Service Partner ceases conducting activities or substantially changes the nature of its activities;
 - (f) *Bankruptcy.* If Service Partner becomes bankrupt or insolvent or takes the benefit

under Applicable Laws or any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any Person for the dissolution, winding-up or other termination of Service Partner's existence or the liquidation of its assets, or if a trustee, receiver, receiver/manager or like Person is appointed with respect to the business or assets of the Service Partner.

- 2.3 Upon termination or expiry of this Agreement or otherwise upon request from time to time by Boost CYAC, Service Partner shall (a) return all Boost CYAC property and equipment in its (or its employees' or representatives') possession, including badges and security identification; (b) *remove* all of its property and equipment (including that of its employees and representatives) from the Boost CYAC Locations and (c) co-operate with, and provide such assistance as may be requested by, Boost CYAC in order to facilitate the orderly termination and/or transition of the Services with the least amount of inconvenience and disruption to Boost CYAC's operations as is reasonable in the circumstances.
- 2.4 *Termination Rights of Service Partners.* Service Partner may immediately and without penalty terminate its obligations under this Agreement, at any time during the Term upon written notice to Boost CYAC, if:
- (a) *Material Breach.* Boost CYAC is in material breach of any of the terms or conditions of this Agreement or the Cooperation Agreement, and fails to cure, to the satisfaction of the Service Partner, acting reasonably, such breach within ninety (90) days following the date of delivery of written notice to Boost CYAC.
 - (b) *Representations and Warranties.* The representations and warranties of Boost CYAC in this Agreement were not true and correct in all material respects as of the date hereof;
 - (c) *Fraud.* An individual acting as a representative of Boost CYAC is associated with fraud, corruption, or any other criminal or regulatory investigations or charges that could reasonably be expected to damage the reputation of the Service Partner;
 - (d) *Cease Conducting Business.* Boost CYAC ceases conducting activities, substantially changes the nature of its activities, or, as a result of other Service Partners having severed their relationship with the Boost CYAC, is no longer able to perform its activities.
 - (e) *Bankruptcy.* If Boost CYAC becomes bankrupt or insolvent or takes the benefit under Applicable Laws or any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any Person for the dissolution, winding-up or other termination of Boost CYAC's existence or the liquidation of its assets, or if a trustee, receiver, receiver/manager or like Person is appointed with respect to the business or assets of Boost CYAC.
- 2.5 The rights and remedies in this Section 2 are cumulative and in addition to any other right or remedy available under this Agreement, at law or equity.

3. Description of Services

- 3.1 During the Term, Service Partner shall provide the services as more particularly described in Schedule "B" attached hereto together with all other services, functions and responsibilities described in this Agreement and all ancillary services required to provide such services (collectively, the "**Services**").

- 3.2 Service Partner shall promptly report to Boost CYAC any *event* that may have the potential of materially affecting the delivery of the Services.
- 3.3 Service Partner shall not, without Boost CYAC's prior written consent, which may be withheld for any or no reason whatsoever, keep anything within a Boost CYAC Location or use a Boost CYAC Location for any activity that increases the insurance premium cost or invalidates any insurance policy carried by any Person with respect to a Boost CYAC Location or any part thereof. All property kept, stored or maintained within Boost CYAC Location by or on behalf of Service Partner shall be at Service Partner's sole risk.

4. Performance Standards

- 4.1 Without limitation to Section 6 of this Agreement, Service Partner covenants and agrees that it shall deliver the services it has committed to provide in this Agreement, and fulfill its obligations, in a quality, efficient, diligent and competent manner and will exercise the degree of care, skill and diligence that is appropriate to the type of service that is being provided and shall comply with the standards, specifications, policies, procedures and directions as specified in Service Partner's governing legislation, regulation, or policies and procedures.

5. Costs and Expenses

- 5.1 Boost CYAC and Service Partner agree that the provision of Services by Service Partner shall be at Service Partner's own cost, and that no costs of the Service Partner related to the provision of Services pursuant to this Agreement or the Cooperation Agreement may be recovered by Service Partner from Boost CYAC. In consideration for the provision of the Services, CYAC agrees to grant to Service Partner access to the Centre and to all Boost CYAC Locations at no cost to the Service Partner, and to allow Service Partner to make use of all equipment and resources at the Centre in connection with the provision of the Services being provided.

6. Covenants, Representations and Warranties

- 6.1 Service Partner covenants, represents and warrants, which representations and warranties shall remain true and accurate throughout the Term, that Service Partner and all employees or other Persons retained by it in connection with the Services and/or the performance of its obligations hereunder, that it shall (at Service Partner's sole cost and expense):
 - (a) procure and maintain all applicable permits, licenses and approvals of any Governmental Authority relating to the Services and/or operations and activities of Service Partner ("**Permit**") (and provide evidence of same to Boost CYAC from time to time within 5 Business Days of request). Service Partner shall notify Boost CYAC immediately in writing if any Permit or any portion thereof is suspended, cancelled, terminated, withdrawn, modified or transferred in any way and if requested by Boost CYAC shall immediately cease to provide Services and shall relinquish control over all equipment or property (tangible or intangible) owned by Boost CYAC and in its possession and under its control on such date;
 - (b) comply with all applicable statutes, regulations and other legal stipulations or guidelines of any Governmental Authority having jurisdiction over the Services or

business operations of Service Partner (including Privacy Laws and any internal Service Partner privacy policies) while providing the Services;

- (c) Perform the Services in a safe, ethical and professional manner and in compliance with the *Occupational Health and Safety Act* (Ontario) (as amended or supplemented from time to time) and all equivalent municipal, provincial or federal legislation and all reasonable applicable Boost CYAC policies and procedures, including health and safety policies and security and other rules and regulations (as amended from time to time) while working in or attending at any Boost CYAC Location;
- (d) comply with the service performance standards as set out in Section 4 including all applicable requirements for the Services described in Schedule "B";
- (e) ensure that the Services comply at all times during the Term with all Applicable Laws and do not infringe the rights of any third party; and,
- (f) not take any action or make any omission that may injure or damage Boost CYAC's reputation or operations.

6.2 Service Partner is and shall be solely responsible for the control and management of its operations, employment practices and labour relations. For greater certainty, Service Partner shall have the sole and exclusive control over its employees, employee relations policies and policies relating to wages, hours of work and working conditions, and the sole and exclusive right to hire, transfer, suspend, lay-off, recall, promote, assign, discipline and discharge its employees.

6.3 Service Partner is and shall be solely responsible for the payment of all compensation, including wages, salary, benefits and expenses, to all of its employees and other Persons rendering services to Service Partner (including subcontractors retained by Service Partner).

6.4 Service Partner is and shall be solely responsible for the payment of all employer payroll, employer health, income, withholding and other taxes, including Canada Pension Plan, employment insurance, and workers' compensation or workplace safety & insurance in respect of
each of its employees and other Persons rendering services to on behalf of Service Partner in connection with the Services in each jurisdiction where the Services are performed.

6.5 Service Partner has registered, and shall be solely responsible for registering, itself and all Persons engaged for service by it under applicable workers' compensation legislation and has paid and shall pay all applicable workers' compensation premiums and maintain such registrations and workers' compensation coverage throughout the Term in each jurisdiction where the Services are performed. Service Partner further agrees to provide Boost CYAC with evidence thereof in form satisfactory to Boost CYAC upon request by Boost CYAC from time to time.

6.6 Service Partner shall, at its sole cost and expense, keep in full force and effect at all times during the Term:

- (a) occurrence based comprehensive commercial general liability insurance with a limit in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence. Such insurance will include coverage for personal injury liability, bodily injury liability, advertising injury liability, products and completed operations liability, blanket contractual liability (including liability for damage to or losses relating to

performance by Service Partner of its obligations set forth herein), property damage liability (including liability for damage to or losses relating to a Boost CYAC Location and any Boost CYAC or other third party chattels, property or monies), and business interruption relating to Boost CYAC's operations, in connection with the Services.

- (b) professional liability (errors and omissions) insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence.
- (c) Service Partner shall cause a certificate(s) of insurance executed by the insurer named in the applicable policies described above (or by an authorized insurance broker) to be delivered to Boost CYAC concurrently with Service Partner's execution of this Agreement, upon annual renewal of said insurance, and from time to time following the receipt of a written request therefor from Boost CYAC.
- (d) Boost CYAC does not in any way represent or warrant that the coverage or limits of insurance specified in this Section 6.6 are sufficient or adequate to protect Service Partner's interests or liabilities.

6.7 Boost CYAC covenants, represents and warrants that it shall not take any action or make any omission that may injure or damage Service Partner's reputation or operations.

6.8 Boost CYAC shall, at its sole cost and expense, keep in full force and effect at all times during the Term:

- (a) occurrence based comprehensive commercial general liability insurance with a limit in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence. Such insurance will include coverage for personal injury liability, bodily injury liability, advertising injury liability, products and completed operations liability, blanket contractual liability (including liability for damage to or losses relating to performance by Boost CYAC of its obligations set forth herein), property damage liability, and business interruption.
- (b) professional liability (errors and omissions) insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence.
- (c) Boost CYAC shall cause a certificate(s) of insurance executed by the insurer named in the applicable policies described above (or by an authorized insurance broker) to be delivered to Service Partner concurrently with Boost CYAC's execution of this Agreement, upon annual renewal of said insurance, and from time to time following the receipt of a written request therefor from Service Partner.

7. Confidentiality and Privacy

7.1 Service Partner and Boost CYAC acknowledge and agree that the confidentiality and privacy provisions outlined in the Cooperation Agreement and its schedules govern their respective responsibilities with regards to managing confidential information related to the Services.

7.2 The provisions of this Section 7 shall survive and remain in full force and effect following the expiry or termination of this Agreement.

8. Ownership of Materials

- 8.1 Service Partner acknowledges and agrees that all works commissioned by Boost CYAC under this Agreement, including the reports provided by Service Partner and related information and all drawings, plans, computer programs, inventions, creations, works, works-in-progress, manual processes, deliverables and any other works developed pursuant to, or in association or in conjunction with this Agreement whether presently existing or to be developed in the future, including all copyrightable subject matter, physical embodiments, shapes, forms, representations, applications, compilations, derivations, compositions, and collections or any part and/or division thereof (collectively, the "Works"), shall be considered works made for hire; provided, however, that "Works" shall not include any documents, records, reports, or other information required by Applicable Laws to remain within the ownership and control of the Service Partner. Service Partner acknowledges that all right, title and interest, including all intellectual property rights in the Works shall belong to Boost CYAC and Service Partner hereby assigns and shall assign all its right, title and interest, including all intellectual property rights, therein to Boost CYAC and shall cause its employees and independent contractors to assign all their right, title and interest, including all intellectual property rights, therein to Boost CYAC. Service Partner expressly waives any and all moral rights or claims in association with the Works and shall cause any Person in its employ or independent contractors used by Service Partner to similarly waive all such moral rights that they may have in the Works in favour of Boost CYAC, and its successors, assigns and licensees. Service Partner shall execute any reasonable documents necessary to carry out the intent of this Agreement.
- 8.2 Service Partner acknowledges that as between the parties, Boost CYAC has the exclusive right, title and interest in (a) all trade-marks, copyrights and other intellectual property rights owned by or licensed to Boost CYAC for use in Canada; and (b) all materials, processes, methodologies, manuals, reports, plans and all other works provided or made available to Service Partner or its representatives by or on behalf of Boost CYAC, including all trade-marks, copyrights and other intellectual property rights therein or associated therewith (collectively, the "**Boost CYAC Intellectual Property**") and shall not at any time do or cause to be done, either directly or indirectly, any act or thing contesting any part of such right, title and interest. Service Partner shall not in any manner represent that it has any ownership in the Boost CYAC Intellectual Property. As between the parties, Boost CYAC owns and shall own all modifications, enhancement and improvements to the Boost CYAC Intellectual Property regardless of whether such modifications, enhancement or improvements are made by Service Partner, Boost CYAC or a third party. Service Partner may only use the Boost CYAC Intellectual Property during the Term for the sole purpose of providing the Services in accordance with this Agreement. All rights not expressly granted are hereby reserved by Boost CYAC.
- 8.3 Service Partner acknowledges and agrees that it either owns all right, title and interest in and with respect to all intellectual property it uses in connection with providing the Services (other than the Works and the Boost CYAC Intellectual Property) or has validly licensed or contracted with the legal owner to use such intellectual property. Service Partner does not have knowledge of any notice, claim or allegation from any Person for any violation or infringement by Service Partner of any rights with respect to any such intellectual property or questioning the right of Service Partner to use, possess, or distribute such intellectual property. Service Partner's use of the intellectual property used in the conjunction with the Services, has not, does not and will not violate or constitute a material breach of any written contractual obligation by which Service Partner is bound or, to the knowledge of Service Partner, a violation of any laws, regulations, ordinances codes or statutes applicable to Service Partner. Upon termination or expiry of this Agreement and/or

from time to time upon request by Boost CYAC, Service Partner shall immediately deliver all Works to Boost CYAC, and no Works shall be retained, displayed, or otherwise used by Service Partner without Boost CYAC's express prior written consent, which may be withheld for any or no reason, provided that Service Partner shall be entitled to retain, display or otherwise use any Works required by Applicable Law to be retained, displayed or otherwise used, and Service Provider shall have no obligation to deliver any Works to Boost CYAC if the delivery of such Works would be contrary to Applicable Law.

- 8.4 Notwithstanding anything else in this Agreement, Service Partner and Boost CYAC may specifically agree in writing in advance of the creation of certain Works that the provisions of this Section 8 will not apply to those Works.
- 8.5 The provisions of this Section 8, except the license to Boost CYAC Intellectual Property in Section 8.2, shall survive and remain in full force and effect following the expiry or termination of this Agreement.

9. Indemnity

- 9.1 Service Partner shall indemnify and save Boost CYAC, its directors, officers, employees and agents harmless from and against any and all claims, damages, losses, liabilities, demands, judgments, causes of action, legal proceedings, penalties or other sanctions and any and all costs and expenses arising in connection therewith (including legal fees and disbursements) (collectively, "**Damages**") that may result from, arise out of or be in relation to the performance by Service Partner of the Services under this Agreement but only in proportion to and to the extent such liability expense or damage is caused by any negligence or fraud of Service Partner, its directors, officers, employees or agents.
- 9.2 Boost CYAC shall indemnify and save Service Partner, its directors, officers, employees and agents harmless from and against any and all Damages that may result from, arise out of or be in relation to the performance of this Agreement but only in proportion to and to the extent such liability expense or damage is caused by any negligence, gross negligence or fraud of Boost CYAC, its directors, officers, employees or agents.
- 9.3 The provisions of this Section 9 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

10. Limitation of Liability

- 10.1 **IN NO EVENT SHALL EITHER Boost CYAC OR SERVICE PARTNER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED IN ANY WAY TO THIS AGREEMENT AND/OR THE PROVISION OF SERVICES, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY SUCH DAMAGES CLAIM IS BASED, EVEN UPON THE FAULT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), BREACH OF CONTRACT, STATUTE, REGULATION, OR ANY OTHER THEORY OF LAW OR BREACH OF WARRANTY BY, OR STRICT LIABILITY OF, SUCH PARTY. THIS EXCLUSION APPLIES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF ANY AVAILABLE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**
- 10.2 The provisions of this Section 10 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

11. Notices

- 11.1 Any notice to be given by this Agreement shall be in writing and effectively given if (a) delivered personally, (b) sent by prepaid courier service or certified/registered mail, or (c) sent by facsimile:

(i) in the case of notice to Boost CYAC at:

245 Eglinton Avenue. E 2nd Floor
Toronto, ON M4P 3B7
Tel: (416) 515-1100
Fax: (416) 515-1227
Attn: Karyn Kennedy - President
and Chief Executive Officer
E-mail: kennedy@boostforkids.org

(ii) in case of notice to Service Partner at:

40 College Street Toronto,
ON M5G 2J3
Tel: (416) 808-8080
Fax: (416) 808-8082
Attn: Executive Director

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this Section 11. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication sent by registered mail shall be deemed to have been given and received on the third (3rd) Business Day following the date of mailing. Any notice or other communication transmitted by facsimile shall be deemed given and received on the day of its transmission provided that such day is a Business Day and such transmission is completed before 5:00 p.m. (EST) on such day, failing which such notice or other communication shall be deemed given and received on the first Business Day after its transmission. Regardless of the foregoing, if there is a mail stoppage or labour dispute or threatened labour dispute which has affected or could affect normal mail delivery by the applicable postal service, then no notice or other communication may be delivered by registered mail.

12. Marketing/Publicity

- 12.1 Service Partner shall not use any trade mark owned or licensed by Boost CYAC, the name of Boost CYAC, or otherwise refer to Boost CYAC in any advertising, marketing or promotion undertaken by or on behalf of Service Partner, including any such advertising, marketing or promotion undertaken on behalf of Boost CYAC as part of the Services provided to Boost CYAC hereunder, other than in accordance with the Boost CYAC Communications Protocol attached as a Schedule to the Cooperation Agreement.

- 12.2 Boost CYAC shall not use any trade mark owned or licensed by Service Partner, the name of Service Partner, or otherwise refer to Service Partner in any advertising, marketing or promotion undertaken by or on behalf of Boost CYAC, including any such advertising, marketing or promotion undertaken on behalf of Service Partner as part of the Services provided to Service Partner hereunder, other than in accordance with the Boost CYAC Communications Protocol attached as a Schedule to the Cooperation Agreement.

13. **General Provisions**

- 13.1 *Entire Agreement:* This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof other than the Cooperation Agreement. It is understood and agreed that there are no agreements, conditions, warranties, terms, representations or arrangements, oral or written, statutory or otherwise, other than in the Cooperation Agreement and those contained herein, and that all prior conversations, understandings, arrangements, statements, communications or agreements, oral or written, with respect to this Agreement are hereby superseded. No change, amendment or supplement to any provision of this Agreement shall be binding unless it is in writing and signed by all of the parties hereto. The parties agree that any preprinted terms and conditions on any Service Partner invoice, work order or similar document shall be of no force and effect, even if signed by both parties.
- 13.2 *No Assignment:* Neither party shall assign or otherwise transfer any part of this Agreement without the prior written consent of the other party, which may be withheld for any or no reason. Subject to any restrictions herein contained, this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 13.3 *Subcontractors:* Neither party may use any subcontractors or agents in connection with the performance of its obligations hereunder without the prior written approval of the other party, which shall not be unreasonably withheld. In the event that Service Partner performs the Services by use of any subcontractors or agents, Service Partner shall be fully responsible for ensuring that such subcontractor and/or agent complies with all of the obligations hereunder. For greater certainty, Service Partner shall remain responsible for compliance with all obligations hereunder notwithstanding the use of a subcontractor or agent.
- 13.4 *Governing Law:* This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. The provisions of this Section 13.4 shall survive and remain in full force and effect following any termination or expiry of this Agreement.
- 13.5 *Dispute Resolution.* In the event of any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination of any provision of this Agreement, including claims seeking redress or asserting rights under Applicable Law (each, a "Dispute"), the Parties shall use the dispute resolution mechanism outlined in the Cooperation Agreement.
- (a) Notwithstanding the dispute resolution provisions in the Cooperation Agreement, the Service Partner shall continue to provide the Services during a Dispute unless and until the Dispute is resolved or until this Agreement is terminated, in accordance with its terms. The time frame for a party to cure any breach of the terms of this Agreement shall not be delayed or suspended pending the resolution of any Dispute hereunder.

- (b) This Section 13.5 shall not be construed to prevent a party from instituting, and a party is authorized to institute, formal court proceedings, at any time to avoid the expiration of any applicable limitations period.

13.6 *Time of Essence:* Time is of the essence of this Agreement and every part hereof.

13.7 *Recitals:* The recitals hereinbefore contained are true and correct and form an integral part of this Agreement.

13.8 *Relationship:* This Agreement shall not create or confer upon the parties hereto, in any way or for any purpose, any relationship except that of contracting parties, and in particular does not create a partnership, a principal and agent, a joint venture or a landlord and tenant relationship between Boost CYAC and Service Partner or an employer employee relationship between Boost CYAC and the employees of and other Persons rendering services to Service Partner. All dealings by Boost CYAC or Service Partner with their respective contractors, agents, employees, and other similar Persons shall be conducted exclusively in Boost CYAC or Service Partner's name and Boost CYAC or Service Partner shall not in any manner obligate the other party on account thereof, and/or suggest to such Persons that the other party bears any obligation with respect to same.

13.9 *Interpretation:* This Agreement shall be read with all changes in gender and number required by the context. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Except as expressly provided for herein, if any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day. The term "including" means "including, without limitation" and "include" and "includes" shall have corresponding meanings. The wording of this Agreement shall be deemed to be mutually chosen by the parties and no rule of strict construction shall be applied against any party.

13.10 *Conflict:* If there is any conflict or inconsistency between the provisions set out in the body of this Agreement and the provisions set out in any Schedule to this Agreement, the provisions set out in the body of this Agreement shall prevail; provided that (a) to the extent a Schedule provides a more specific description of a matter dealt with elsewhere in this Agreement, this Agreement shall be interpreted in a manner so as to give effect to the specification provided in the Schedule; and (b) any provision establishing a higher standard of performance or service shall take precedence over a provision establishing a lower standard of performance or service.

13.11 *No Waiver:* No condoning or waiver by either party (the "Non-Defaulting Party") of any default or breach by the other party (the "Defaulting Party") at any time or times in respect of any of the obligations, terms, covenants and conditions contained in this Agreement to be performed or observed by the Defaulting Party shall be deemed or construed to operate as a waiver of the Non-Defaulting Party's rights under this Agreement in respect of any continuing or subsequent default or breach nor so as to defeat or affect in any way the rights and remedies of the Non-Defaulting Party under this Agreement in respect of any such continuing or subsequent default or breach. Unless expressly waived in writing, the failure of the Non-Defaulting Party to insist in any one or more cases upon the strict performance of any of the obligations, terms, covenants and conditions contained in this Agreement to be performed or observed by the Defaulting Party shall not be deemed or construed to operate as a waiver for the future strict performance or

observance of such agreements, terms, covenants and conditions.

- 13.12 *Severability*: If for any reason any term, covenant or condition of this Agreement, or the application thereof to any Person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition (a) shall be deemed to be independent of the remainder of the Agreement and severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Agreement or any part thereof; and (b) shall continue to be applicable to and enforceable to the fullest extent permitted by law against any Person and circumstance other than those to which it has been held or rendered invalid, unenforceable or illegal.
- 13.13 *Currency*: All references herein to currency are to Canadian currency and all payments shall be made in Canadian currency.
- 13.14 *Language*: The parties acknowledge and agree that they have required that this Agreement be prepared in the English language. Les parties reconnaissent avoir exigé que les présentes soient rédigées en langue anglaise.
- 13.15 *Counterparts*: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.
- 13.16 *Further Assurances*: The parties hereby agree from time to time to execute such further or other documents (whether under corporate seal or otherwise) and do all such other acts and things as may be necessary or desirable to give effect to the terms of this Agreement and to carry out and effectuate the provisions hereof.
- 13.17 *Third Parties*: Except as expressly set forth herein, nothing contained in this Agreement is intended to confer upon any Person not a party hereto any rights, benefits or remedies of any kind or character whatsoever, and no such Person shall be deemed a third-party beneficiary under this Agreement.
- 13.18 *Schedules*: The following Schedules whether attached hereto or acknowledged as a separate document shall form a part of this Agreement:

Schedule "A" - List of Boost CYAC Locations

Schedule "B" – Description of Services

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set out above.

BOOST CHILD & YOUTH ADVOCACY CENTRE

Per:

Name:

Title:

TORONTO POLICE SERVICES BOARD

Per:

Name: Jim Hart

Title: Chair

SCHEDULE "A"

LIST OF CYAC LOCATIONS

245 Eglinton Avenue. E 2nd Floor
Toronto, ON M4P 3B7
Tel: (416) 515-1100
Fax: (416) 515-1227

SCHEDULE "B"
DESCRIPTION OF
SERVICES
See attached.

TORONTO POLICE SERVICE

Boost Child & Youth Advocacy Centre (Boost CYAC)

Toronto Police Service Operational Process and Service Delivery Model

By: D/Sgt Greg Payne (#3301) Sex Crimes Unit

Boost Child & Youth Advocacy Centre (Boost CYAC)

TPS Operational Process/ Service Delivery Model within the Centre

Introduction

Boost CYAC is a new sub unit of the Sex Crimes Unit. It will exist within the current operational framework of the Unit. The Centre will be situated outside of the offices of the Toronto Police Service at 245 Eglinton Avenue. E. Although not physically at the same location of its home Unit, it will function as a closely connected sub-unit. The Centre will promote the protection of victims; provide advocacy, treatment and ongoing support. The Centre will utilize the current internal teamwork principals of the Unit. The Centre will enhance the Unit's history of cooperative success with external community partners. This external cooperation will become a partnership, working together as a team, under one roof.

Boost CYAC will conduct joint investigations within the current framework of the *Protocol for Joint Investigations of Child Physical and Sexual Abuse: Guidelines & Procedures for a Coordinated Response to Child Abuse in the City of Toronto. Fourth Edition: May 2006.*

The Boost CYAC TPS mandate will be clearly communicated to all Toronto Police Divisions. The reporting structure and the investigative role that the Centre will provide will mirror the procedures currently in place for the other sub-units of the Sex Crimes Unit.

Divisions Served by Boost CYAC

All Police divisions in the City of Toronto

TPS Boost CYAC Mandate

1. Physical assaults, emotional abuse, or neglect occurrences when the victim is under the age of 18 years of age and the suspect is a caregiver, parent or a person in a position of trust or authority.
2. Physical assaults when the victim is under the age of 18 years of age and the suspect is a known adult.
3. Sexual offences when the victim is under 18 years of age, the suspect is known and the offences are not within the mandate of the Sex Crimes Unit, investigative office.

4. Occurrences entitled Child in Need of Protection or Child Left Unattended.
5. The Child & Youth Advocacy Centre (CYAC) shall be notified when investigating a sudden unexpected death of a child under the age of 16 years of age **in any division, city-wide**. The attending Divisional Detective shall consult with a member of the CYAC prior to leaving the scene and/or conducting formal interviews of caregivers. CYAC investigators are available from 0730 to 2200 hours to investigate child abuse cases. An on-call child abuse investigator can be reached after hours through the Toronto Police Operations Centre (TPOC).

Divisional Reporting Structure

Investigations within the mandate of the CYAC will be conducted in concert with current TPS procedures (i.e. Sexual Assault procedure (05-05) and Child Abuse procedure (05- 06)). The CYAC will conduct joint investigations within the current framework of the Protocol for Joint Investigations of *Child Physical and Sexual Abuse: Guidelines & Procedures for a Coordinated Response to Child Abuse in the City of Toronto. Fourth Edition: May 2006*.

Initially, Divisional officers investigating suspected child abuse or sexual assault will be governed by the current existing procedures.

Divisional Officers In Charge (OICs) will notify the CYAC when mandated offences require a designated investigator.

For example, the TPS Child Abuse procedure 05-06 includes the following duties:

The responding police officer:

Request that a supervisory officer attend the scene of the offence where the victim is located or any additional location deemed necessary.

Notify the officer in charge and request that they notify a designated investigator. Await further instructions from the designated investigator

The responding supervisor:

Upon receiving a complaint of a suspected child physical or sexual abuse shall attend at the scene of the offence, where the victim is located or any additional location deemed necessary.

The supervisor shall ensure sufficient resources are assigned to ensure all necessary action has been taken by responding uniform officers.

The OIC:

Upon receiving notification of a case of suspected child physical or sexual abuse , or circumstances where child abuse cannot be ruled out, shall contact a designated investigator from the division in which the incident occurred, or if unavailable, a designated investigator from another division within the same command area.

Boost CYAC will be contacted in place of the divisional based designated investigator. If the investigation is within the mandate of the Centre, Boost CYAC investigator will be the "designated investigator". Boost CYAC investigator would follow the procedure(s) as such.

Only the officer in charge or in their absence, a divisional supervisor, may request the assistance of Boost CYAC / SCU by calling Boost CYAC directly at (416) 808-2922 or through the Toronto Police Operations Center (TPOC) once the preliminary investigation has been conducted.

There will be two overlapping shifts: 7:00 a.m. to 3:00 p.m. and 2:00 pm to 10:00 pm. On-call will be available at other hours. Child Welfare will work their respective shifts of Monday - Friday, 9:00 a.m. to 5:00 p.m., as will the Advocate.

After business hours, the on-call Boost CYAC investigator can be contacted through the Duty Desk. The Boost CYAC investigator will coordinate a victim centered response utilizing the services of the partners within Boost CYAC. An assessment will be made, determining the appropriate time to conduct a victim interview and to initiate a team response within Boost CYAC.

Assignment of Occurrences / Investigations

Boost CYAC shall be notified of any mandated incident upon the conclusion of a preliminary investigation. The determination of whether or not Boost CYAC will take charge of an investigation as described in the mandate will be made by Boost CYAC Detective, or in his/her absence, the Boost CYAC Detective Sergeant. In operational principal, all child abuse investigations will be under the carriage of Boost CYAC.

Furthermore, the Unit Commander - SCU may, at his/her discretion, take charge of any Boost CYAC mandated or non-mandated investigation.

Service Delivery Model within Boost CYAC

Call Origin: Children's Aid Society (CAS)

When a suspicion of child physical/sexual abuse or severe neglect is reported to

CAS, CAS will screen the report. A determination will be made if it meets the criteria for a joint CAS and police investigation as per the Child Abuse Protocol. CAS Intake will contact the CYAC CAS Supervisor to review. If it meets the criteria, the CAS supervisor will liaise with a CYAC TPS Detective. That CYAC Supervisory Team will assign an Investigative Team consisting of a Detective Constable and a CAS worker to initiate a joint investigation.

Call Origin: TPS

When a suspicion of child physical/sexual abuse or severe neglect is reported to TPS and received at the CYAC, the TPS Detective will assess the situation. The Detective will provide direction to the Primary Response Officer as appropriate and coordinate a Boost CYAC Team response.

If a call originates from TPS Communications to Boost CYAC, the Detective will ensure it falls within the mandate of Boost CYAC. The TPS Detective will assess the situation. The Detective will provide direction to the Communications Operator and coordinate a Boost CYAC Team response.

Advocate Role:

When the child/youth and or non-offending caregiver(s) arrive at Boost CYAC, they will be greeted by a Child & Family Advocate who will orient them to the center. The Advocate will remain with the child/youth and the non-offending caregiver(s) while investigative interviews take place in order to provide support and information. The family will be informed that the Advocate cannot discuss the details of the investigation. The Advocate will inform families of the services offered through Boost CYAC and attempt to obtain consent from the non-offending caregiver(s) and youth 12 years of age or older.

If an investigation commences at Boost CYAC after day shift hours it will be the responsibility of the investigative team or TPS Detective to ensure that the Advocate has been briefed. If the family has provided consent for the Advocate to contact them, the investigative team or the TPS Detective will provide the Advocate with the victim/caregiver's information.

The Advocate will remain in contact with the child and their non-offending caregiver(s) throughout the investigation, prosecution and assist with follow-up services. This allows the officer to focus on the criminal investigation. She/he will also be responsible for arranging other supports and mental health services (e.g. trauma screening, crisis intervention, psychological educations, supports to non-offending caregivers) as determined by the Multidisciplinary Team and the family.

Joint Investigations

The Investigative Team participates in a pre-investigation discussion. This discussion will cover many areas including but not limited to, history, safety, family needs, other children in the home, location and time of interview. The investigative team could consist of police, CAS, Stop Child Abuse Now (SCAN) and the Boost Manager of Advocacy. The team will decide if the child is to be transported to the preferred location at Boost CYAC for the purposes of conducting an interview. As noted in TPS Procedure 05-06, there are also other facilities within the catchment area to conduct interviews:

- Child Development Institute - 46 St. Clair Gardens (416-603-1827)
- Hospital for Sick Children - 555 University Avenue (416-813-6275)
- Catholic Children's Aid Society - 900 Dufferin Street, unit 219 (416-395-1690)
- The Gatehouse - 3101 Lakeshore Boulevard West (416-255-5900)

After the child is interviewed, investigative team will participate in a post interview discussion. Various partners including the Advocate may join in this discussion as required. Discussions include but are not limited to services needed to best suit the victim/investigation, need for medical evaluation with SCAN, mental health concerns, protection concerns, further interviews and potential criminal charges. The Advocate will assist the non-offending caregiver and the child again after the Investigative Team meet with the family to provide information on next steps, safety planning and services available. Boost CYAC personnel and external partners involved in cases will meet as requested by any involved partner in case conferences to set the ongoing plan and make adjustments as necessary. This will enable proper referrals as needed to other services (e.g. trauma, child victim witness, and children's mental health).

Boost CYAC TPS Staffing Levels:

1 Detective Sergeant
4 Detectives
1 Administrative Assistant
32 Detective Constables

TPS Reporting Structure

Detective Constables will be responsible to report to their Team Detective.
Detectives will report directly to the Detective Sergeant.
Detective Sergeant reports to the Unit Commander of Sex Crimes

Management Team

The D/Sgt. is part of the Joint Management Team. A Joint Management Team will be responsible for Boost CYAC's day-to-day operations. It will be comprised of Police Services, Child Welfare, Health and Mental Health managers. It will be accountable to the Executive

Leads for the development and implementation of program policies and procedures, annual plans, quality assurance, program evaluation and community relations. The Boost CYAC Management Team will be required to consult with Boost CYAC Partners on any major changes in direction and on all matters touching on the role and contribution of Boost CYAC partners, through bilateral discussions.

Glossary

The following terms are extracted from:

Protocol for Joint Investigations of Child Physical and Sexual Abuse: Guidelines & Procedures for a Coordinated Response to Child Abuse in the City of Toronto. Fourth Edition: May 2006.

Further definitions can be found within that Protocol.

Child physical abuse or harm is any act **resulting in physical harm** to a child that could be a violation of the *Criminal Code of Canada*, the *Youth Criminal Justice Act*, or could place a child in need of protection as defined in Section 37(2) (a) of the *Child and Family Services Act*, where the child has suffered physical harm resulting from a:

- caregiver inflicting harm;
- caregiver failing to adequately care/provide for the child;
- caregiver failing to adequately supervise the child;
- caregiver failing to adequately protect the child; or
- pattern of neglect in caring/providing for, supervising or protecting the child.

(See Appendix, Part I - Introduction.)

Physical abuse may result from inappropriate or excessive discipline and in fact, the caregiver may not have intended to hurt the child. This may involve minor injury (such as a bruise), to a more serious injury, causing permanent impairment or death (e.g. shaken baby syndrome).

Physical harm may also result from neglect, for example a child who is unsupervised and is hit by a car.

Child sexual abuse refers to the use of a child by an adult for sexual purposes, whether or not consent is alleged to have been given, which could be a violation of the *Criminal Code of Canada* and/or could place a child in need of protection as defined in Section 37(2) (c) of the *Child and Family Services Act*. It includes: acts of exposure; sexual touching; oral, anal or vaginal penetration; inappropriate sexual language; sexual harassment; and the exposing of a child to, or involving a child in, pornography or prostitution.

Any form of direct or indirect sexual contact between a child and an adult is abusive since it is motivated purely by adult needs and involves a child who by virtue of age and position in life is unable to give consent.

Sexual activity between children constitutes sexual abuse when it is clear, by differences in development levels, coercion and/or lack of mutuality, that one child

is taking advantage of the other. These same criteria should be applied when the children involved are siblings.

Caregiver: someone who is **in** a permanent or temporary caregiving role (e.g. mother, father, live-in partner, caregiver exercising access contact, adult with a custody and control order for the child, foster parent, a teacher, child care staff, babysitter, recreational group leader, school bus driver, a family member providing temporary substitute care, a partner of the caregiver with no legal relationship to the child).

Emotional Abuse: a pattern of caregiver behaviour that includes but is not limited to: rejecting, isolating, degrading, terrorizing, corrupting, exploiting, and not responding emotionally to a child. Children who are exposed to violence in their homes may suffer emotional damage.

Neglect: the chronic inattention or omission on the part of the caregiver to provide for the basic emotional and/or physical needs of the child, including food, clothing, housing, adequate supervision, health and hygiene, safety, and medical and emotional care.

Person Who Has Charge of a Child: a person who has care and control of a child. This can include a parent, teacher, child care provider, babysitter, etc.

Position of Trust or Authority: as it relates to the charge of sexual exploitation of a child, a person in a position of trust is a person who is in a particular position with respect to the child which imposes on him/her a duty of care in relation to the child; a person in position of authority with respect to a child means that the person exercises the power of authority (i.e., the power or right to enforce obedience) over the child.



Toronto Police Services Board Report

January 14, 2020

To: Chair and Members
Toronto Police Services Board

From: Peter Mowat
Manager of Labour Relations

Subject: Annual Report: 2019 Summary of Grievances

Recommendation:

It is recommended that the Toronto Police Services Board (Board) receive the following report.

Financial Implications:

All fees with respect to the legal representation and arbitration of grievances are funded through the Legal Reserve.

Background / Purpose:

At its confidential meeting on February 20, 2003, the Board requested that an annual summary report on grievances be provided for the public meeting in February of each year (Min. No. C30/03 refers). The Board further requested that the public report include the cost of the grievances, the total costs for the year and the number of arbitrations where the Board, Association or both were successful. Grievances are managed by the Labour Relations Unit on behalf of the Board. Grievance activity and resolutions are reported semi-annually to the Board (Min. No. C159/2015).

Discussion:

During 2019, there were 25 new grievances filed. Of this number, 5 grievances were either withdrawn or settled by the parties, and 20 are outstanding.

As of January 1, 2019, there were 26 outstanding grievances from previous years. Of this number, 19 were either settled or withdrawn in 2019. There was one arbitration award issued in 2019 in which the Board was unsuccessful. This matter is currently under judicial review.

Number of grievances as of January 1, 2019	26
Number of new grievances filed in 2019	25
Number of grievances settled, withdrawn or dismissed in 2019	(24)
Total number of outstanding grievances as of December 31, 2019	27

As the above chart indicates, the total number of outstanding grievances at the end of 2019 has increased by one since the start of the year.

The total legal expenditures in 2019 for all grievance activity, including matters which commenced prior to 2019, amounted to \$46,143.40. The following is an itemization of costs by type of grievance:

No.	Type of Grievance	Legal Costs in 2019
4	Discipline	\$2,649.00
1	Policy	\$4,078.57
1	Group	\$561.00
1	Reclassification	\$1,476.00
1	Termination	\$37,378.83
8	Total Costs in 2019 *	\$46,143.40

* These costs include interim or final billings for cases filed prior to 2019, as well as new cases filed in 2019. They include fees for legal counsel, disbursements and arbitrator fees related to the arbitration hearings. The breakdown is as follows:


- Legal Counsel and Disbursement Fees: \$43,893.40
- Arbitrator Fees: \$2,250.00

Conclusion:

In summary, this report provides the Board with the total number of grievances and total costs for the year 2019.

I will be in attendance to answer any questions the Board members may have regarding this report.

Respectfully submitted,



Peter Mowat
Manager of Labour Relations

*Original copy with signature on file in Board office



Toronto Police Services Board Report

January 7, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Annual Report: 2019 Protected Disclosure

Recommendation:

It is recommended that the Toronto Police Services Board (Board) receive the following report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background / Purpose:

At its meeting held on October 9, 2014 (Min. No. P227 refers) the Board considered a report from Dr. Alok Mukherjee, then Chair of the Toronto Police Services Board, regarding a Board policy entitled *Protected Disclosure*.

That policy was approved and contained direction that the Chief of Police will:

In order to ensure that steps are taken to address the underlying causes and to mitigate the risk of future occurrences, report to the Board, on an annual basis, the results of any and all investigations undertaken in respect to allegations reported anonymously or in a protected manner by members and any steps taken as part of a review to address the underlying causes and actions undertaken to mitigate the risk of future occurrence. Such reporting shall include details on the substance of the allegation of wrongdoing and any actions taken in response to it.

Discussion:

The January 2003 report by the Honourable Justice George Ferguson entitled *Review and Recommendations Concerning Various Aspects of Police Misconduct* recommended that Internal Affairs (as Professional Standards was known at the time of the report) establish an independent telephone line, available to members of the public or members of the Service, to report serious police misconduct or corruption on an anonymous basis. The report also recommended that Internal Affairs design and implement a process whereby 'whistle-blowers' are provided adequate protections.

As a result, a dedicated anonymous disclosure telephone line was created and the details announced to Service members on Routine Orders on February 28, 2005 (Routine Order 2005.02.28-0239 refers).

The anonymous reporting process was finalized with the creation of Service Procedure 13-18, which was released on August 23, 2006 (Routine Order 2006.08.23-0832 refers). This procedure, currently entitled *Anonymous Reporting of Discreditable Conduct*, details how a member may anonymously report discreditable conduct on the part of another member. The procedure also details how the Service manages and investigates this anonymous disclosure.

Section 1.3 of the Service's Standards of Conduct directs a member to report acts of misconduct to a supervisor, a unit commander, or the Unit Commander of Professional Standards as soon as practicable.

To ensure that any member who reports misconduct is protected, the Service also created section 1.4 of the Standards of Conduct entitled *Reprisal*, which states:

Members shall not harass, intimidate, or retaliate against any person who makes a report or complaint about their conduct or the conduct of another Service member.

Any member who, in good faith, reports a breach of Service or Legislative Governance or an act of misconduct shall not be subject to reprisal for making such report.

The rationale in Procedure 13-18 includes sections 1.3 and 1.4 of the Standards of Conduct and also states:

The Service also recognizes that there may be circumstances where members may be reluctant to identify themselves when reporting discreditable conduct. Therefore, P.R.S. can receive information anonymously on a dedicated telephone line. The telephone number 416-343-7090 is available between the hours of 0800 and 1600 each business day.

Professional Standards (P.R.S.) manages the anonymous telephone line and the investigative responsibility for such calls remains within this unit. An investigator receiving a call informs the caller, as required by Procedure 13-18, that the Service cannot guarantee total anonymity as the courts may supersede any privilege extended by the Service.

The investigator receiving disclosure from the caller records the details on an Anonymous Disclosure Intake Report (TPS909). To protect the identity of the caller, he/she is never asked to self-identify and is referred to throughout the report as an *anonymous police informant*. This form is not duplicated and remains at P.R.S. unless directed by a court order.

Professional Standards has also received anonymous reports of misconduct through other sources such as letters and internal correspondence forms and those complaints are also detailed in this report.

The table below shows the number of calls received at P.R.S. via the anonymous disclosure line and other sources in 2019:

Source	Number
Anonymous Disclosure Line	4
Other Sources	5

Regardless of the anonymous source, an investigation will be commenced and the investigative steps will be the same regardless of the subject member's rank.

The description and outcomes of the four matters received through the anonymous disclosure line are as follows:

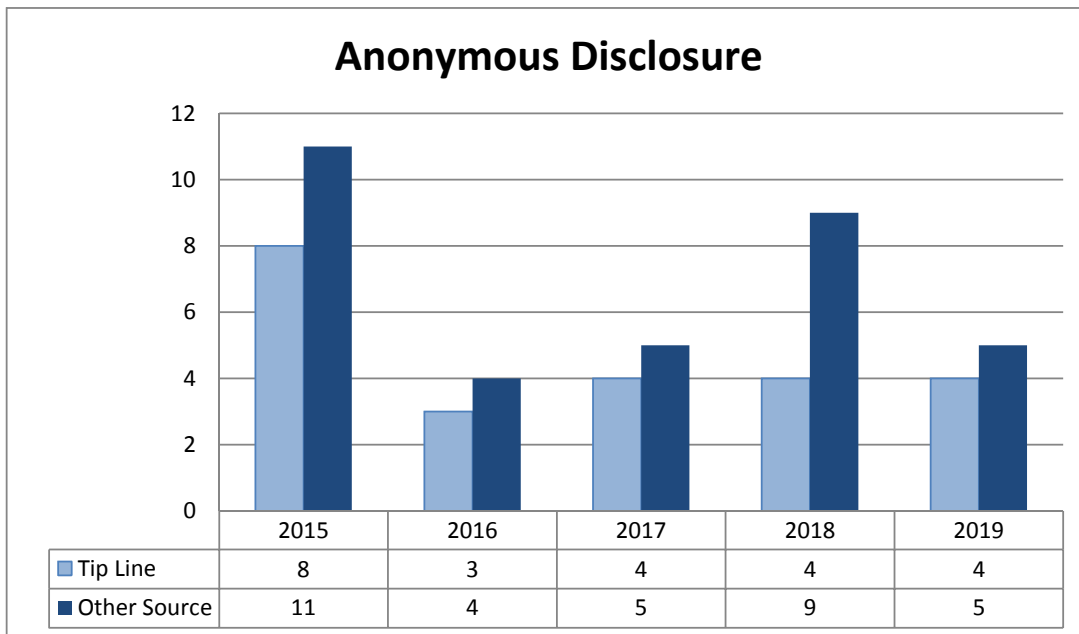
- An allegation that a supervisor was tyrannical and causing dissention amongst subordinates. The matter was unsubstantiated.
- An allegation that a particular unit was toxic and that a member was being signed on and off duty by someone other than the officer themselves. The matter was unsubstantiated.
- An allegation that a senior officer was intoxicated while on duty. A fitness for duty assessment was conducted and the allegation was unsubstantiated.
- An allegation that a supervisor had an ETR 407 bill in excess of \$14,000.00. The matter was unsubstantiated.

There were five anonymous complaints received by means other than the anonymous disclosure line. The allegations and outcomes are detailed below:

- Allegations of inappropriate activity surrounding purchasing and procurement services. The matter was substantiated and returned to the unit for penalty assessment.

- An allegation that two members were creating unauthorized court cards, signing each other in and out of court. The matter was substantiated and returned to the unit for penalty assessment.
- An allegation that a member who was entering the promotional process was tyrannical and oppressive in behaviour and should not be considered for advancement. The matter was unsubstantiated but heightened monitoring was initiated.
- An allegation that a supervisor was tyrannical towards subordinates and causing a poisonous workplace environment. The matter was unsubstantiated.
- An allegation that a member was involved in sexual misconduct prior to employment with T.P.S. The matter is currently being investigated.

A five year comparison is detailed in the chart below:



Conclusion:

This report details the allegations and outcomes of the nine anonymous complaints received by the Service in 2019.

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to answer any questions that the Board members may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office



Toronto Police Services Board Report

January 10, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: 2019 Annual Report: Healthy Workplace Initiatives

Recommendation:

It is recommended that the Toronto Police Services Board (Board) receive the following report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background / Purpose:

At its meeting held on November 28, 2006, the Board approved a motion requesting that the Chief of Police implement a targeted approach to creating a healthy workplace and to report annually to the Board on the results of the initiatives. The motion was in response to the results of the Connex Health Risk and Productivity Assessment (H.R.A.) report completed in 2006, which was prepared for the Toronto Police Service (T.P.S.) by Connex Health Consulting (Min. No. P354/06 refers).

This report is submitted in response to that motion and will identify health and wellness initiatives, which have been undertaken by the T.P.S. during the period of October 1, 2018 to December 31, 2019.

Discussion:

As a part of an ongoing recognition of the unique and high-stress work environment that T.P.S. members work in and the increased exposure to potentially traumatic events that our members have, we continue to offer a well-rounded approach to wellness for T.P.S.

members that involves addressing the whole person, including the mind-body connection.

Our uniform members participate in annual In-service Training Program (I.S.T.P.) which includes a focus on member wellness. The 2019 Wellness training was designed to address the 'Mind, Body, Resiliency' connection and provided practical tips and solutions that are research-based, in the areas of nutrition, fatigue management, physical fitness and mindfulness practices.

Police training focuses on the importance of hypervigilance for survival in the field and encourages "possibility thinking" for optimal performance and safety. Possibility thinking is the idea that one prepares for the possibility of an event rather than the probability of an event. When this possibility-type thinking starts to transfer over into other areas of life, problems can arise. Therefore, police officers need skills to survive the job emotionally and practical strategies for hardwiring happiness, managing stress, and having a balanced approach to life. The 2019 I.S.T.P. Wellness training sought to teach these skills to T.P.S. police officers.

The I.S.T.P. 2020 Wellness training focuses on emotional survival in policing while focusing on resiliency strategies for physical and mental health. The training covers information on self-awareness and accountability as well as the importance of self-care for good resiliency. The training includes videos of members describing their lived experiences.

The training also focuses on the concept of emotional overload, burnout and compassion fatigue, all of which are likely to affect police officers. The resiliency concepts taught also emphasize that it is not selfish to take care of yourself and it is necessary to have a balanced life (i.e. avoiding overinvestment) for good health.

The Wellness 2020 training will be taught at the beginning of Day 1 of I.S.T.P. to show the importance of investing in health and wellness. This placement in the curriculum was made after input from officers who wanted this topic at the beginning of the program. Officers who feel well, can do their jobs well.

Nutritional Services:

Nutritional service and consultations continue to be part of the comprehensive Wellness program at T.P.S.

Wellness presentations form part of numerous courses taught both onsite at the Toronto Police College (College) and throughout various units within the T.P.S. Some of the courses where wellness is taught to both uniform and civilian members include the Youth in Policing Initiative (Y.I.P.I.) Orientation, Employment Orientation for new hires, Child Abuse Investigators Course, Coach Officer Course and Ethics Course.

Nutrition, physical fitness, and wellness presentations are offered regularly to other units on request and by self-referral by members of the T.P.S. The T.P.S. Nutritionist provides consultation on nutrition, lifestyle and weight loss for members. Consultations are approximately two hours in length. During these consults, important concepts such as digestion and healthy blood-sugar management are discussed and healthy meal plans are designed for each individual.

Yoga and Mindfulness/Meditation:

The T.P.S. Yoga Program focuses on trauma-sensitive yoga techniques with an emphasis on poses to support the shoulders, lower back and hips. Through evidence-based yoga and mindfulness practices, the yoga program can help increase members' resilience by focusing the mind and strengthening the body, while helping participants relax and focus when faced with stressful situations. Yoga can help First Responders by alleviating many symptoms of stress that can originate from critical incidents or stem from Post-Traumatic Stress Disorder (P.T.S.D.).

The T.P.S. Yoga Program has developed over the last seven years and has become an integral part of the Wellness program. Yoga sessions continue to run regularly at the College, Traffic Services, 14 Division, 43 Division and 51 Division and Headquarters. Yoga is also an integral part of recruit training. Yoga sessions are available across the T.P.S. upon request.

The Mindfulness Program continues to help T.P.S. members. Weekly mindfulness/meditation sessions are offered at Headquarters. Meditation classes range from 15 to 25 participants. Due to the growing popularity, mindfulness sessions are offered at the College, Communications, Parking, as well as to several Y.I.P.I. classes.

Yoga and mindfulness have been proven to reduce stress, improve attention, control emotional reactivity and promote a general sense of well-being for both sworn and civilian members. Across the nation, more and more law enforcement agencies, military, fire, and emergency services have implemented yoga and mindfulness for members.

The Working Minds First Responders (formerly R.2.M.R.):

The Working Minds First Responders was adapted by the Mental Health Commission of Canada. The course offers two custom training programs - a leadership course for all senior management, supervisors and managers, and a primary course for all police constables and civilians.

Each one-day course is designed to help decrease the stigma surrounding mental health and spark culture change around the topic of mental health. The program educates T.P.S. members about mental health strategies for boosting resiliency, and as a result, members are often better equipped to help themselves and others.

This program teaches leaders and members about the mental health continuum model, enabling all members to be able to use a common language to address issues of mental health. The program provides information about barriers to care, resources available through T.P.S., practical skills for helping fellow members, and resiliency strategies for promoting mental health.

A Routine Order (2017.03.06-0304 – Road to Mental Readiness Mandatory Training) was published directing that all T.P.S. members take the mandatory R.2.M.R. training.

To date, T.P.S. has a small percentage of the workforce that still need to complete the training, and the Toronto Police College will continue to deliver this training.

Ontario Police Fitness Award Program:

The Ontario Police Fitness Award (O.P.F.A.) is a provincial incentive program developed to motivate Ontario police officers and police service employees to remain physically fit throughout their entire career. The testing related to the O.P.F.A. program is commonly referred to as the T.P.S. “Fitness Pin” program.

In November 2019, a class of certified T.P.S. Fitness Pin Appraisers was trained at the College. In total, there are 105 certified Fitness Pin Appraisers situated at a variety of units and locations across the T.P.S. These appraisers also act as a contact at their units and divisions for fitness and wellness information passed on from the T.P.S. Physical Fitness Coordinator.

Since the 2010 introduction of the Unit Commander Award of four hours of non-cashable lieu time for successful completion of the Fitness Pin Test, there has been a significant increase in member participation in the program. In 2020, there will be a focus on developing a more robust way to track metrics for the data going forward.

Over the past year, the T.P.S. Physical Fitness Coordinator, Timothy Finlay, has conducted more than 200 fitness tests, fitness consultations and personal movement analyses. Many more consultations have been conducted over the phone and through electronic communications such as e-mail. The in-person tests and consultations range from one to three hours each and provide T.P.S. members with important information on physical fitness and overall health status, movement screening, tips on appropriate kinaesthetic movements, as well as the development of individual exercise programs.

Psychological Services

The mandate of Psychological Services is the maintenance and enhancement of members’ psychological health and resilience through the use of both prevention initiatives and early clinical intervention. In 2019, the Psychological Services section has grown from two to three full-time psychologists. In 2019 two new corporate psychologists were hired in order to expand service capacity and compensate for the retirement of a founding member of the Psychological Services program earlier this

year.

Since 2008, Psychological Services has provided a Psychological Wellness Program to members of the T.P.S. who have been identified as being at high risk for adverse psychological impact due to the nature of their work. This preventative work is designed to assist members in the development and implementation of strategies to cope with the unique and emotionally demanding nature of their jobs, with a focus on proactive skills and resilience building. In 2019, a total of 516 sworn and civilian members from 12 different areas of T.P.S. attended a Psychological Wellness visit with one of the psychologists. These sessions provided members with the opportunity to talk about the demands of the job and to reflect on the success of their efforts to cope. In addition, these visits were an opportunity to provide health teaching regarding psychological stress and resilience, and to promote the use of effective strategies, including the use of resources available through the Employee Family Assistance Program (E.F.A.P.) provider and members' extended healthcare benefits coverage.

Areas of the T.P.S. that participated in the Psychological Wellness Program during the past year included:

- Child Exploitation Section, Child and Youth Advocacy Centre, and Human Trafficking team of the Sex Crimes Unit;
- Forensic Investigators, civilian Crime Scene Technicians, and civilian Photo Technicians at Forensic Identification Services;
- Homicide Investigators and Major Case Management team, and both uniform and civilian members of the Drug Squad;
- Technological Crime Unit;
- Undercover Operators referred by Intelligence Services;
- Emergency Task Force officers;
- Collision Reconstructionists from Traffic Services;
- Civilian 911 Call Takers and Dispatch Operators at Communication Services;
- Members of the T.P.S. who returned from overseas deployment, with visits occurring immediately upon return home and then three, six, and twelve months post mission.

In addition, given the high frequency of potentially traumatic events, often involving serious injury or death, encountered by front-line officers in the Priority Response Group (P.R.G.) and Traffic Services, plans have also been made for the provision of

psychological services through one-on-one meetings and mental health education starting in 2020.

Beginning in 2015 with a pilot project at three divisions, the Psychological Services section offered an Early Career Wellness Program to new uniform members of the T.P.S. This program provides new officers with the opportunity to meet with a T.P.S. psychologist at some point near the end of the first or second year on the job. This meeting is used to start a conversation that is designed to reduce stigma around asking for help, with encouragement to put in place strategies that will help to limit the negative impacts of the job and that will increase resilience over the course of a lengthy career. Given the very positive feedback from this pilot project, preparations have been made to provide this program to new officers at all divisions, with a launch in the first quarter of 2020.

Psychological Services continues to play a critical role in recruit training and at Family Day. This is an important part of setting the tone of support for our members as they embark on a their career at Toronto Police Service.

T.P.S. psychologists also provide individual consultation services to any member in need of mental health support. Although typically arranged by self-referral, members may also be referred to Psychological Services by supervisors or colleagues who recognize that the member would benefit from the opportunity to talk about challenges faced either at home or on the job. These visits are always voluntary, confidential, and conducted with the informed consent of the member. In 2019, a total of 233 consultations with members were scheduled at Psychological Services, which continues the trend of an increase in the use of consultation services year over year.

In addition to these services, Psychological Services is also continually utilized as a mental health resource throughout the T.P.S. to support initiatives, provide mental health education, promote psychological wellness, and challenge stigma regarding help-seeking. In 2019, T.P.S. psychologists have continued to provide training to all new 911 Communication Operators regarding response to callers in emotional crisis, and presented to all new constable recruits and their families on Family Day at the College regarding strategies for emotional survival on the job. Psychological Services has additionally provided mental health education sessions to civilian analysts at Intelligence Services to better prepare them for coping with the increased psychological demands of dealing with potentially distressing materials. Psychological Services has also been in discussion with various other civilian units in the T.P.S. to better identify their unique stressors and mental health needs, including the anticipated impact of handling material generated by the implementation of body-worn cameras, and how to meet these needs in an effective and efficient way.

For a number of years, in addition to conducting new constable assessments with an eye to selecting psychologically healthy and resilient personnel, Psychological Services has been utilized in the psychological screening and selection of new Emergency Task Force (E.T.F.) members -- an activity which has continued in 2019. With changes to the

organizational structure resulting in the formation of a separate Explosives Disposal Unit (E.D.U.) under Emergency Management, preparations are also underway to provide psychological assessments to enhance the selection of members to this unit in 2020.

T.P.S. psychologists have continued to actively collaborate with external agencies and community groups in order to share expertise and contribute to the field of police psychology. To address the shortage of mental health practitioners in Canada who are culturally competent in treating first responders, Psychological Services participated in the provision of a day-long workshop on the practice of police psychology for practitioners across Canada and the U.S. at the North American Correctional and Criminal Justice Psychology/Canadian Psychological Association (N.A.C.C.J.P./C.P.A.) conference in Halifax in July 2019. Psychological Services also provided training to crown attorneys on the psychological impact of child abuse investigations and coping strategies to enhance resilience, as part of the Ontario Crown Attorneys' Association (O.C.A.A.) child abuse course in July 2019.

Psychological Services has also been in consultation with the leadership of Ontario Association of Chiefs of Police (O.A.C.P.) regarding the development of the new pre-screening process for new Police Constable candidates. In addition, Psychological Services continues to be actively involved on the executive of the Canadian Association of Chiefs of Police (C.A.C.P.) Psychological Services subcommittee, which acts as a resource and advisor to the C.A.C.P. on practices, issues, and trends in psychological services and programs as they pertain to policing.

T.P.S. psychologists are also working closely with both Disaster Psychiatry Canada and Toronto Strong Network, two groups that have been organized with the aim of improving coordination with external agencies, stakeholders, and treatment providers in response to extreme events.

In addition, Psychological Services has also started a collaboration with Dr. Janet Ellis, Assistant Professor, Department of Psychiatry at the University of Toronto and Director of Psychology Care in Trauma at Sunnybrook Health Sciences Centre to include T.P.S. members in research initiatives to examine the effectiveness of a comprehensive program designed to promote resilience and mental wellness, and reduce post-traumatic stress injury in public safety personnel.

Employee and Family Assistance, and Critical Incident/Peer Support:

The Critical Incident Response Team (C.I.R.T.)/ Peer Support Volunteer (P.S.V.) team is an important part of the T.P.S. members overall wellness strategy, it provides a safe, non-judgmental and confidential place for members to talk to a peer.

The C.I.R.T./P.S.V. team lead works closely with the T.P.S. Psychologists to ensure the members receive the appropriate referrals, services and most importantly support. Psychological Services provides clinical support to the Peer Support Team through both informal consultation as well as formal clinical activities. Psychological Services works

with C.I.R.T. members to ensure that both uniform and civilian members from any unit involved in critical incidents receive appropriate supports in the aftermath of potentially traumatic events, including access to critical incident defusing, debriefings, and additional follow-up interventions as required. Whereas critical incident debriefings are typically provided by C.I.R.T. members and an E.F.A.P. counsellor, T.P.S. psychologists become involved following incidents in which the Special Investigations Unit invokes its mandate, officer-involved shootings, member suicides or other events identified as involving high psychological impact. In 2019, T.P.S. psychologists provided 15 critical incident debriefing sessions, conducted as both group and individual sessions. In addition, Psychological Services has also supported the Peer Support/C.I.R.T. program by assisting in the selection of new peer support volunteers by conducting psychological screening of new applicants, and participating in the training of new members to the team.

Currently, there are 90 active uniform and civilian members who volunteer their service to C.I.R.T./P.S.V., with a cross section of the T.P.S. units and divisions represented in its membership. In addition to service provision at the time of critical incident events, C.I.R.T. members are trained in peer support principles, suicide awareness and psychological first aid. They are available to provide peer support to members during times of personal and professional distress.

Two sessions of Psychological First Aid training were provided in November and December 2019 to 55 C.I.R.T./P.S.V. members and five Chaplains. New C.I.R.T./P.S.V. training was provided to 22 members throughout the Service in November 2019 to increase our P.S.V. count to 90 active members.

Investments continue to be made in the C.I.R.T./P.S.V. team and the important role they play in providing support to T.P.S. members during critical incidents. Ensuring that team members are visible and identifiable is essential so that members can access support if needed. As such, we provided easily identifiable clothing and equipment for the C.I.R.T./P.S.V. team in 2019.

The number of critical incidents increased from 55 events in 2018 to 81 events in 2019. Please see below for further data.

Critical Incident Response Statistics – Year over Year

	2017	2018	2019
Number of Critical Incidents Reported	65	56	81
Number of Defusing Sessions Held	36	42	68
Number of Debriefings Sessions Held	57	118	74

Number of Sessions Morneau Shepell Attended	45	49	33
Number of Affected Members who attended Defusings and Debriefings	551	1157	885

The C.I.R.T./P.S.V. team lead presented to all the new constable classes, lateral entry hires, Parking Enforcement Officers, Court Officers, Special Constables, TPS volunteer Chaplains, and members of the Mobile Crisis Intervention Team (M.C.I.T.) regarding available internal resources. These presentations help to increase awareness of the resources available to members such as our C.I.R.T./P.S.V. team, Psychological Services, community psychologists and our psychological benefits coverage, as well as our E.F.A.P. provider Morneau Shepell.

Chaplaincy Services:

The Chaplaincy Services program consists of 19 volunteer Chaplains who dedicate their time and effort to provide for the spiritual wellness of all uniform and civilian members of the T.P.S. and their families. In 2020, we are looking to recruit new Chaplains to increase the number of faiths that are represented by our multi-faith Chaplaincy Program.

The T.P.S. promotes a multi-faith holistic approach to the wellness of its members. They provide religious and spiritual care, as needed. The faith denominations include but are not limited to:

- Christian;
- Greek Orthodox;
- Jewish;
- Hindu;
- Muslim;
- Catholic;
- Seventh Day Adventist;
- Evangelist;
- Baptist; and
- Salvation Army

The Chaplains attend the scene of the incidents, hospitals, vigils, funerals, community meetings and post-event debriefings at police Divisions. The Chaplains were present and supportive at times when members were dealing with a multitude of mixed emotions ranging from anger, frustration, fear, exhaustion and senselessness following events and critical incidents within the city.

The Wellness Unit holds quarterly meetings with the Chaplains in order to provide an opportunity to network, share experiences and develop strategic ways of enhancing the program. The Chaplains are an enthusiastic group of volunteers whose vision is to provide support to the members of the T.P.S. and their families. The Chaplains have specialized training in areas such as critical incident stress management, spiritual counselling, mental health and trauma counselling. The Chaplains program is coming together with the C.I.R.T. /P.S.V. team to help build a supportive team environment for the members; this includes joint training opportunities, meetings and communication when it comes to critical incidents.

The Chaplains provide their services by attending local divisions, speaking to members and going on 'ride-alongs'. The Chaplains provide non-denominational care to those who need a listening ear. Services also provided include officiating at wedding and funeral ceremonies, speaking at graduation ceremonies, recruit orientations and performing benedictions at Memorial Services.

There are two multi-faith Chapels for members of the T.P.S. that provide a place for prayer, relaxation and quiet reflection. The Chapels are located at the College and T.P.S. Headquarters. In 2020, there are plans to expand the Chaplaincy program to include a broader variety of denominations.

The T.P.S. Chaplaincy program is an important part of the Wellness Unit. It is an excellent referral service to link our members and their families to our many wellness programs.

Community Wellness Partnerships:

Cardiac Health Fairs

The T.P.S. partnered with the University Health Network (U.H.N.) in 2019 to provide Cardiac Health Fairs to its members. Six cardiac health promotion fairs were held during November 2019 at Headquarters, the Toronto Police College, 51 Division, 23 Division, 41 Division and Communications Services. At each event, U.H.N. staff were on hand to provide members with a variety of assessment tools and information to assist them in learning more about cardiac health and its impacts on their day to day lives. This initiative was supported and funded by the Service, the Toronto Police Association (T.P.A.), the Senior Officers Organization (S.O.O.) and the Toronto Police Services Board (T.P.S.B.). The Wellness Unit continues to look for opportunities for health promotion as part of our overall Wellness strategy.

2019 Wellness Day

On October 16, 2019, T.P.S. hosted a Wellness Day in partnership with the T.P.A., the S.O.O. and the T.P.S.B. The annual Wellness Day event is an informative educational and awareness day for members. This year, the focus was on having Courageous Conversations. Paul Butler, the youngest Chief of Police in South Carolina's history, spoke on leadership and how our past prepares us for the future and 9/11 first responder, J.P. McMichael who spoke on post traumatic stress and resiliency, were our key note speakers. Dr. Paul Oh of the University Health Network spoke on cardiac health and two T.P.S. members spoke on their own experiences with mental health in policing. There were over 150 member attendees at the annual Wellness Day. The Wellness Unit is in the planning stages for the 2020 event, which will be held in late October at the Toronto Police College.

Bell Let's Talk

On January 30, 2019 the Wellness Unit hosted Bell Let's Talk day at Headquarters. This was the first year the Service partnered with Bell for the event. Information Boards were distributed to divisions and units across the T.P.S. that asked members for their input on better support for mental health and provided a list of internal resources for Service members. The Wellness Unit will be participating in Bell Let's Talk Day annually moving forward.

Toronto Beyond the Blue

The Wellness Unit continues to build links with external support agencies including Toronto Beyond the Blue to increase awareness and support for our members. Notably, the T.P.S. partnered with Toronto Beyond the Blue in an anti-stigma campaign for mental health through the endorsement of green epaulets worn by members during May for Mental Health Month. The Service plans to participate again in 2020.

Future Investment in Wellness

The T.P.S. and the T.P.S.B. launched their first Mental Health & Addictions Strategy in October 2019 demonstrating leadership and commitment to this important issue internally and externally. As part of that ongoing commitment, the Wellness Unit will be leading a full scale evaluation of all of our current Health and Wellness services and programs and developing a comprehensive multi-year Wellness strategy and framework for our members in 2020. The focus of this strategy is to ensure that our members can access the right support at the right time for the right reasons and that our services are data driven and meet the evolving needs of our members. We also are looking at the Wellness impacts through the Workplace Harassment Review.

In 2019, the Chief Coroner of Ontario initiated an expert panel review of police officer deaths by suicide. This report entitled "Staying Visible, Staying Connected for Life" recommended that the Public Safety Division of the Ministry of the Solicitor General direct all police services in Ontario to develop and implement a comprehensive mental

health and wellness strategy by June 30, 2021. The Service supports this recommendation and intends to have a strategy developed by the end of 2020.

We have a number of Wellness initiative that are geared towards the promotion of health and wellbeing for our members. We have recognized the need for gathering input from many stakeholders in order to ensure the most impact. As such, we have reframed the focus of the previous EFAP Committee to make this more fulsome as a forum for Wellness initiatives moving forward. This committee is comprised of members of Command, the TPA, the SOO, and the Wellness Unit.

Conclusion:

The next annual report update will be presented to the Board at its January 2021 meeting, and will cover the period between January 1, 2020, and December 31, 2020.

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to respond to any question that the Board members may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original with signature on file at Board Office

Filename: 2019 Annual Report Healthy Workplace Initiatives



Toronto Police Services Board Report

January 10, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Annual Report: 2019 Uniform Promotions

Recommendation:

It is recommended that the Toronto Police Services Board (Board) receive the following report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background / Purpose:

At its meeting on May 29, 2003, the Board approved giving standing authority to the Chair, Vice Chair, or their designates, to sign, authorize and approve all uniform promotions to the ranks of Sergeant and Staff/Detective Sergeant. The Board further approved receiving a summary report at its February meeting each year on the promotions made to these ranks in the previous year (Min. No. P136/03 refers). Also at its meeting on March 22, 2007, the Board requested that future diversity statistics provide an analysis of the success rate of officers with varying racial backgrounds and female officers in the promotional process by comparing the number of such officers at all stages of the process with the number of those who were promoted (Min. No. P124/07 refers).

Discussion:

In 2019, the Toronto Police Service (Service) proceeded with the promotion of members who were on eligibility lists. Twelve (12) Sergeants/Detectives were promoted from the 2018 Staff Sergeant/ Detective Sergeant Eligibility List and Two (2) Constables were promoted from the 2015 Sergeant Eligibility List.

The 12 Sergeant/Detective promotions to the rank of Staff Sergeant/Detective Sergeant has left 78 members remaining on the 2018 eligibility list.

The 2 Constable promotions to the rank of Sergeant has exhausted the 2015 Sergeant Eligibility List.

Appendix 'A' lists the number of members promoted to the rank of Staff Sergeant/Detective Sergeant during 2019.

Appendix 'B' lists the number of members promoted to the rank of Sergeant during 2019.

At the Board meeting on February 24, 2016, a diversity analysis was submitted for the 2015 Sergeant promotional process indicating the breakdown of gender and of visible minorities (Min. No. P27/16 refers). The diversity analysis for the 2015 Sergeant promotional process is attached (see Appendix C):

- One hundred and fifty-one (151) members were placed on an eligibility list for promotion to the rank of Sergeant/Detective in 2015.
- Two of those members were promoted in 2019:
 - female members made up 50%.

Ninety members were placed on an eligibility list for promotion to the rank of Staff Sergeant/Detective Sergeant in 2018.

- Twelve of those members were promoted in 2019:
 - female members made up 33%.

All members have been promoted in accordance with Service Procedure 14-10 entitled "Uniform Promotional Process – Up To and Including the Rank of Inspector" which was approved by the Board (Min. No. P49/01 refers). In addition, the members have been the subject of an extensive vetting process that included background checks conducted through Professional Standards, Equity, Inclusion & Human Rights (formerly Diversity & Inclusion), Legal Services and Labour Relations.

Conclusion:

This report lists the number of members of the Service who were promoted to the rank of Staff Sergeant/Detective Sergeant and the rank of Sergeant during the year 2019.

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to respond to any questions that the Board may have in regards to this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office

Appendix A

Promotions to the Rank of Staff Sergeant/ Detective Sergeant in 2019

Number Promoted	Effective Date
12	2019.07.01
Total: 12	

78 members remain on the 2018 Staff Sergeant/Detective Sergeant eligibility list.

Appendix B

Promotions to the Rank of Sergeant in 2019

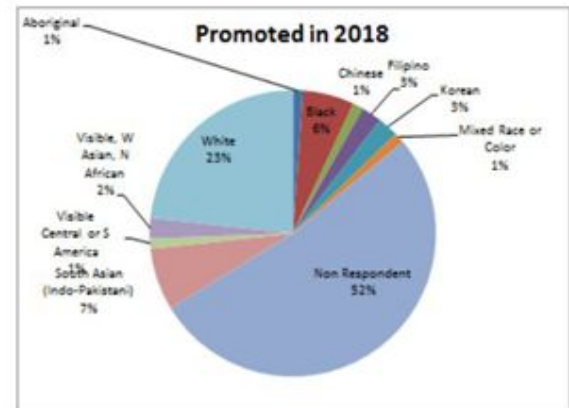
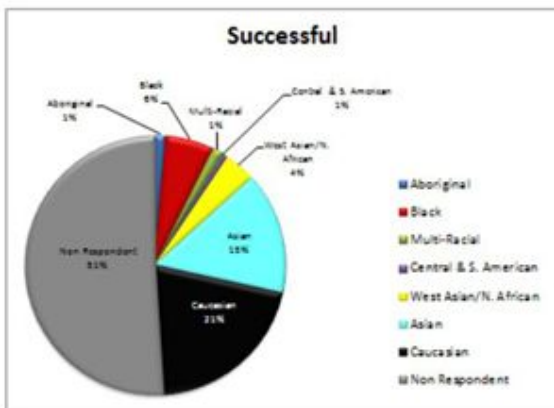
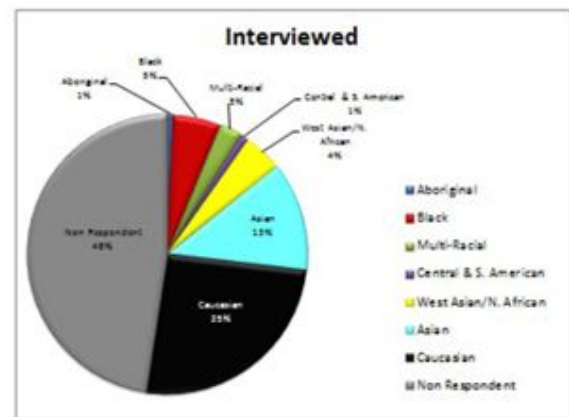
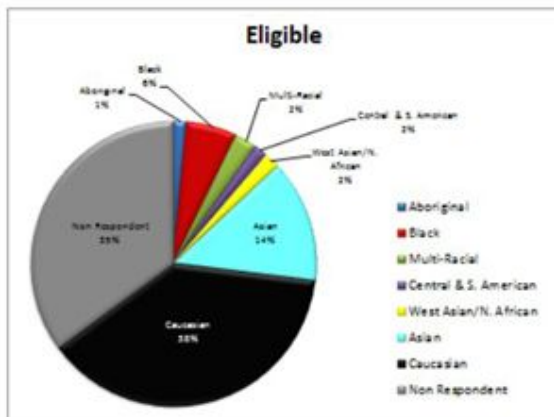
Number Promoted	Effective Date
1	2019.01.08
1	2019.07.01
Total: 2	

0 members remain on the 2015 Sergeant eligibility list.

Appendix C

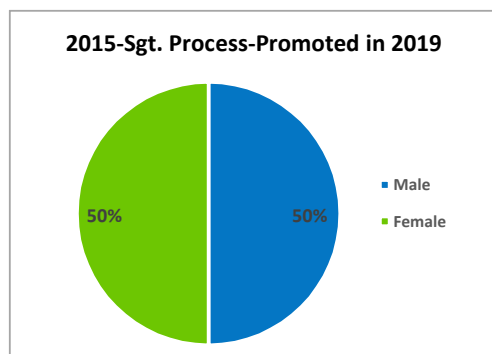
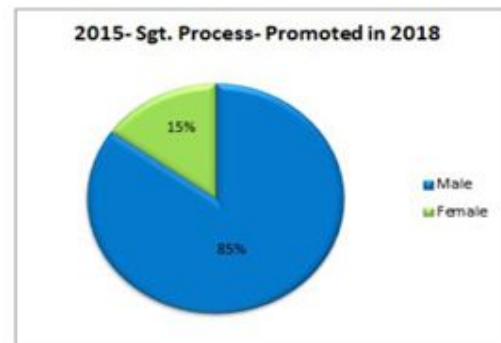
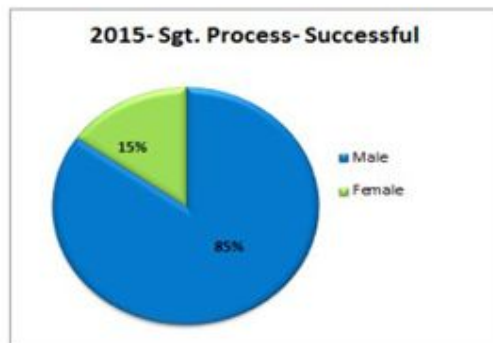
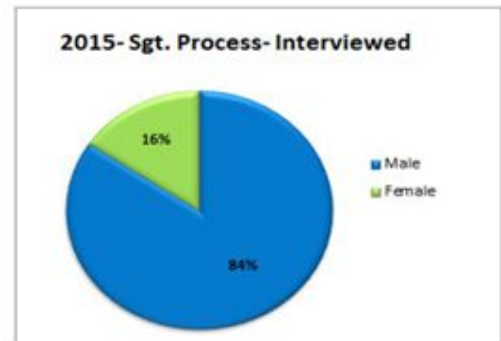
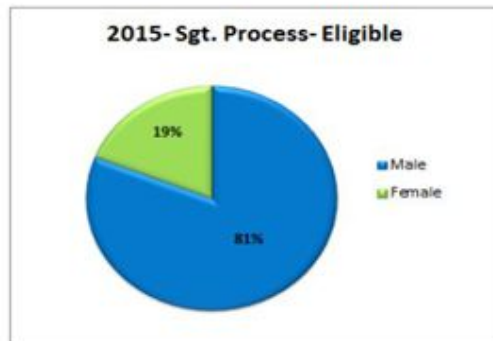
Diversity Analysis Results

2015 Sgt. Promotional Process- Diversity									
	Eligible	Applied	Wrote Exam	Interviewed	Successful	Promoted 2016	Promoted 2017	Promoted 2018	Promoted 2019
Aboriginal	54	6	3	2	2	1	0	1	0
Black	213	49	43	17	9	2	1	5	0
Multi-Racial	92	14	13	8	2	0	1	1	0
Central & S. American	55	6	6	3	1	0	0	1	0
West Asian/N. African	67	22	18	14	6	3	0	2	0
Asian	517	89	80	39	23	4	4	11	0
Caucasian	1408	151	128	79	31	5	2	20	0
Non Respondent	1299	280	254	147	77	10	6	45	2
Total Members	3705	617	545	309	151	25	14	86	2



NOTE: D&I changed the diversity categories since the initial stats were collected in 2015.

2015 Sgt. Promotional Process - Gender								
	Eligible	Wrote Exam	Interviewed	Successful	Promoted 2016	Promoted 2017	Promoted 2018	Promoted 2019
Male	3002	466	261	128	23	11	73	1
Female	703	79	48	23	2	3	13	1





Toronto Police Services Board Report

January 24, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Annual Report: 2019 Statistical Report Municipal Freedom of Information and Protection of Privacy Act

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board):

- 1) receive the 2019 Municipal Year-End Statistical Report, Information and Privacy Commissioner of Ontario; and
- 2) approve the electronic submission of the 2019 Municipal Year-End Statistical Report to the Information and Privacy Commissioner of Ontario, on behalf of the Board.

Financial Implications:

There are no financial implications relating to the recommendations contained within this report.

Background / Purpose:

The objectives of the *Municipal Freedom of Information and Protection of Privacy Act* (Act) are to:

1. provide a right of access to information under the control of institutions; and
2. protect the privacy of individuals with respect to personal information about themselves held by institutions and to provide individuals with a right of access to that information.

Freedom of Information (F.O.I.) requests which are received by the Toronto Police Service (Service) are processed by the Access and Privacy Section (A.P.S.) of Records Management Services (R.M.S.). The Service is legislated to provide the Information and Privacy Commissioner of Ontario (I.P.C.) with a statistical report annually.

The purpose of this report is to:

- provide the Board with the Service's 2019 statistical report and obtain approval for the electronic submission of the report to the I.P.C.; and
- respond to the Board's motions from its February 2019 meeting with respect to action taken to reduce the backlog of access to information requests (Min. No. P41/19 refers).

Discussion:

In 2019, A.P.S. received 5,234 F.O.I. requests to access information held by the Service in accordance with the *Act*. This represents an increase of 186 requests (3.68%) compared to the 5,048 received in 2018. Currently, A.P.S. will be carrying over 451 backlog files. This is a vast improvement from the backlog identified in 2018, of 1,791 files.

Compliance Rate:

The *Act* requires that requests for information received by an organization be responded to within 30 days.

Throughout 2019, 6,526 requests were completed. The 2019 average compliance rate for requests completed within the mandated 30-day period was 76.85%. However, this rate fluctuated throughout the calendar year as shown in Table 1 below.

Table 1: A.P.S. Compliance Rate by Percentage 2018 – 2019												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	46.18	49.1	44.28	51.39	48.03	63.21	65.5	57.45	62.5	74.62	80.51	75.74
2019	74.06	75.65	72.3	78.42	80	72.34	79.51	80.43	63.17	81.74	83.78	80.75

In 2020, all efforts will be directed to increasing compliance and responding to requests within the legislated 30-day timeframe.

Other Requests and Appeals:

As stipulated by the *Act*, a requester has the right to appeal the Service's decision to the I.P.C. This commences a mediation process between the Service's assigned Disclosures Analyst (Analyst) and a Mediator from the I.P.C., which can occur over the period of several months or years. This process may involve further searches being conducted, additional consultation with subject matter experts, and rendering a new access decision to resolve mediation issues. If the appellant is not satisfied with the outcome of the mediation, the appeal may proceed to the adjudication stage.

The Service received 6 correction requests in accordance with Section 36(2) of the *Act*, and received 60 appeals submitted to the I.P.C. These numbers are provided in this report, as they are not included in the I.P.C. Annual Report.

Consultations / Privacy Complaints:

A.P.S. is responsible for responding to consultations from external agencies. Such agencies include, but are not limited to, other police services, the Canada Border Services Agency, Correctional Service Canada, Department of Justice, and the Ministry of the Solicitor General. While the process is very similar to completing an access to information request, these requests are not captured in the statistical report to the I.P.C. The Service received 47 consultations throughout 2019, a decrease from the 49 received in 2018.

I.P.C. Reporting Requirements:

In the I.P.C. Annual Report, requests received are divided into two categories based on the type of requests; Personal Information and General Records. These two categories are further separated by source of requests (e.g. Individual/Public, Business and Media etc.).

As required by the I.P.C.'s office, disclosure of requests are divided into three sections; information released in full, information released in part, or information not released.

Due to the nature of police records, the A.P.S. routinely discloses records in part, in order to protect the privacy interests of third parties, i.e. removing personal identifiers from the records. Additionally, access to Service records directly relating to officer safety, matters currently under investigation and/or before the courts, are typically denied in full.

As the disclosure of records through the F.O.I. process is strictly governed by the *Act*, the application of Section 8 (Law Enforcement) and Section 14 (Personal Privacy) continue to be the most commonly used exemptions prohibiting access to police records. These sections are referenced in Appendix A.

Volume of Requests and Backlog:

As previously reported to the Board, the large volume of requests continue to be an issue in the Service's ability to meet the 30-day compliance requirement as stipulated in Section 19 of the *Act*. Due to the previous civilian hiring moratorium, lack of experienced resources, complexity of F.O.I. requests and high workload, the reported backlog identified in the annual report at the February 2019 Board meeting reached a high of 1,791 outstanding requests. At that meeting, the Board passed the following motions (Min. No. P41/19 refers):

- 1. THAT the Board encourage the Chief to continue all ongoing efforts to reduce the current backlog of access to information requests; and,**
- 2. THAT the Chief engage other entities, including but not limited to police services, with a regularly high volume of access to information requests in an effort to identify access to information best practices and mechanisms to balance legislative requirements with operational limitations; and,**
- 3. THAT, following the Chief's engagement with other entities concerning best practices, the Chief report back to the Board by its December 2019 meeting with:**
 - a. An identification of any best practices that the Service can adopt and implement within its current operations to reduce access to information backlogs and limit future backlogs; and,**
 - b. An identification of on what particular issues the Board may wish to engage the Information and Privacy Commissioner of Ontario and other provincial government officials, to draw attention to the operational challenges associated with the increase to access to information requests and the complexity of those requests.**

The challenge presented to the A.P.S. staff in order to meet the above goal was twofold: achieve compliance for the incoming 2019 new requests while ensuring resources were continuously dedicated to the 1,791 backlog requests. Meetings were held with the A.P.S. staff to solicit feedback and develop a solid and realistic strategy to address all outstanding F.O.I. requests. The following measures were immediately implemented:

- Five members in R.M.S. were provided one-year career development opportunities in A.P.S. All selected members were conversant with the necessary computer applications and possessed an overall knowledge of the organization, which expedited the training component in this specialized area. These additional members were instrumental in processing the new requests received in 2019, so that senior analysts could focus on the more complex backlog files.

- Correspondence was mailed out to all individuals with outstanding backlog requests, asking if the information requested was still required. If the requestor advised that the information was no longer required, the file was closed. It should be noted, that the I.P.C. was consulted and supported this approach to address the backlog files.
- Overtime and call-backs were offered to all Analysts to ensure backlog files were continuously processed. Members were also provided the opportunity to work these extra hours at Service divisions closer to their personal residences in order to encourage participation in the reduction of the backlog.

Results of Action Taken on the Backlog:

The above measures all contributed to a significant reduction in the A.P.S. backlog. In February 2019, A.P.S. was carrying a backlog of 1,791 outstanding files. At the time of writing this Board report, only 147 of the 1,791 are currently outstanding. This is a reduction of 1644 or 92% of the outstanding files - a major accomplishment and tribute to the efforts of all A.P.S. staff members.

In order to ensure this situation does not occur in future, there will be a continuation of career development opportunities in A.P.S. Due to the specialized nature of this job function, it is important that additional members have this training in the event members leave the unit or there is an influx in volume of requests. In addition, these job enrichment opportunities are valuable to develop staff and increase personal skillsets, benefiting the members and the organization as a whole.

Members in A.P.S. also reached out to policing agencies, the City of Toronto, and Ministry of the Attorney General to gain insight into access and privacy practices. During this research phase, it was recognized that there are many similarities with the business processes associated to F.O.I. requests, the assignment of files, the in-take process and tracking, liaising with internal stakeholders, complex files, and the application of the Act. Depending on the number of requests received and the complexity of the requests, each agency has individual procedures that are specific to their needs and operational requirements.

In 2020, the Service will be hosting the Freedom of Information Police Network (F.O.I.P.N.) Conference, which will present an ideal opportunity to engage other policing agencies in best business practice discussions regarding F.O.I. requests.

Conclusion:

This report provides the Board with the 2019 Municipal Year-End Statistical Report, which has been prepared in accordance with the guidelines stipulated by the I.P.C., and is to be submitted electronically to the I.P.C. by February 28, 2020.

The primary focus for 2019 was to significantly reduce or eliminate the A.P.S. backlog. With the measures implemented and hard work of staff, this goal has been achieved.

In 2020, the Service is committed to and will take all necessary action to increase compliance rates and respond to F.O.I. requests within the legislated 30-day timeline. In addition, opportunities to automate manual processes by leveraging technology and other potential efficiencies will be explored.

Mr. Tony Veneziano, Chief Administrative Officer, will be in attendance to answer any questions the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office

APPENDIX A

For the Board's reference, Section 8 of the Act states:

Law enforcement

8.(1) A head may refuse to disclose a record if the disclosure could reasonably be expected to,

- (a) interfere with a law enforcement matter;
- (b) interfere with an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;
- (c) reveal investigative techniques and procedures currently in use or likely to be used in law enforcement;
- (d) disclose the identity of a confidential source of information in respect of a law enforcement matter, or disclose information furnished only by the confidential source;
- (e) endanger the life or physical safety of a law enforcement officer or any other person;
- (f) deprive a person of the right to a fair trial or impartial adjudication;
- (g) interfere with the gathering of or reveal law enforcement intelligence information respecting organizations or persons;
- (h) reveal a record which has been confiscated from a person by a peace officer in accordance with an Act or regulation;
- (i) endanger the security of a building or the security of a vehicle carrying items, or of a system or procedure established for the protection of items, for which protection is reasonably required;
- (j) facilitate the escape from custody of a person who is under lawful detention;
- (k) jeopardize the security of a centre for lawful detention; or
- (l) facilitate the commission of an unlawful act or hamper the control of crime. R.S.O. 1990, c. M.56, s 8 (1); 2002, c. 18, Sched. K, s. 14 (1).

Idem

(2) A head may refuse to disclose a record,

- (a) that is a report prepared in the course of law enforcement, inspections or investigations by an agency which has the function of enforcing and regulating compliance with a law;
- (b) that is a law enforcement record if the disclosure would constitute an offence under an Act of Parliament;
- (c) that is a law enforcement record if the disclosure could reasonably be expected to expose the author of the record or any person who has been quoted or paraphrased in the record to civil liability; or
- (d) that contains information about the history, supervision or release of a person under the control or supervision of a correctional authority. R.S.O. 1990, c. M.56, s. 8 (2); 2002, c. 18, Sched. K, s. 14 (2).

Refusal to confirm or deny existence of record

(3) A head may refuse to confirm or deny the existence of a record to which subsection (1) or (2) applies. R.S.O. 1990, c. M.56, s. 8 (3).

Exception

(4) Despite clause (2) (a), a head shall disclose a record that is a report prepared in the course of routine inspections by an agency that is authorized to enforce and regulate compliance with a particular statute of Ontario. R.S.O. 1990, c.M.56, s.8 (4).

Idem

(5) Subsections (1) and (2) do not apply to a record on the degree of success achieved in a law enforcement program including statistical analyses unless disclosure of such a record may prejudice, interfere with or adversely affect any of the matters referred to in those subsections. R.S.O. 1990, c. M.56, s. 8 (5)."

Further, Section 14 of the Act states:

"Personal privacy

14.(1) A head shall refuse to disclose personal information to any person other than the individual to whom the information relates except,

- (a) upon the prior written request or consent of the individual, if the record is one to which the individual is entitled to have access;*
- (b) in compelling circumstances affecting the health or safety of an individual, if upon disclosure notification thereof is mailed to the last known address of the individual to whom the information relates;*
- (c) personal information collected and maintained specifically for the purpose of creating a record available to the general public;*
- (d) under an Act of Ontario or Canada that expressly authorizes the disclosure;*
- (e) for a research purpose if,*
 - (i) the disclosure is consistent with the conditions or reasonable expectations of disclosure under which the personal information was provided, collected or obtained,*
 - (ii) the research purpose for which the disclosure is to be made cannot be reasonably accomplished unless the information is provided in individually identifiable form, and*
 - (iii) the person who is to receive the record has agreed to comply with the conditions relating to security and confidentiality prescribed by the regulations; or*
- (f) if the disclosure does not constitute an unjustified invasion of personal privacy. R.S.O. 1990, c. M.56, s. 14 (1).*

Criteria re invasion of privacy

- (2) A head, in determining whether a disclosure of personal information constitutes an unjustified invasion of personal privacy, shall consider all the relevant circumstances, including whether,*
- (a) the disclosure is desirable for the purpose of subjecting the activities of the institution to public scrutiny;*
 - (b) access to the personal information may promote public health and safety;*
 - (c) access to the personal information will promote informed choice in the purchase of goods and services;*
 - (d) the personal information is relevant to a fair determination of rights affecting the person who made the request;*
 - (e) the individual to whom the information relates will be exposed unfairly to pecuniary or other harm;*
 - (f) the personal information is highly sensitive;*
 - (g) the personal information is unlikely to be accurate or reliable;*
 - (h) the personal information has been supplied by the individual to whom the information relates in confidence; and*
 - (i) the disclosure may unfairly damage the reputation of any person referred to in the record. R.S.O. 1990, c. M.56, s. 14 (2).*

Presumed invasion of privacy

- (3) A disclosure of personal information is presumed to constitute an unjustified invasion of personal privacy if the personal information,*
- (a) relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;*
 - (b) was compiled and is identifiable as part of an investigation into a possible violation of law, except to the extent that disclosure is necessary to prosecute the violation or to continue the investigation;*
 - (c) relates to eligibility for social service or welfare benefits or to the determination of benefit levels;*
 - (d) relates to employment or educational history;*
 - (e) was obtained on a tax return or gathered for the purpose of collecting a tax;*
 - (f) describes an individual's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness;*
 - (g) consists of personal recommendations or evaluations, character references or personnel evaluations; or*

(h) indicates the individual's racial or ethnic origin, sexual orientation or religious or political beliefs or associations. R.S.O. 1990, c. M.56, s. 14 (3).

Limitation

(4) Despite subsection (3), a disclosure does not constitute an unjustified invasion of personal privacy if it,

- (a) discloses the classification, salary range and benefits, or employment responsibilities of an individual who is or was an officer or employee of an institution;*
- (b) discloses financial or other details of a contract for personal services between an individual and an institution; or*
- (c) discloses personal information about a deceased individual to the spouse or a close relative of the deceased individual, and the head is satisfied that, in the circumstances, the disclosure is desirable for compassionate reasons. R.S.O. 1990, c. M.56, s. 14 (4); 2006, c. 19, Sched. N, s. 3 (2).*

Refusal to confirm or deny existence of record

(5) A head may refuse to confirm or deny the existence of a record if disclosure of the record would constitute an unjustified invasion of personal privacy. R.S.O. 1990, c. M.56, s. 14 (5)."



The Year-End Statistical Report
for the
Information and Privacy Commissioner of Ontario

**Statistical Report of
Toronto Police Service
for the Reporting Year 2019**

for
Municipal Freedom of Information and Protection of Privacy Act

Section 1: Identification

1.1	Organization Name	Toronto Police Service
	Head of Institution Name & Title	Jim Hart / TPSB Chair
	Head of Institution E-mail Address	board@tpsb.ca
	Management Contact Name & Title	Kathryn Watts / Asst. Mgr. R.M.S.
	Management Contact E-mail Address	kathryn.watts@torontopolice.on.ca
	Primary Contact Name & Title	Paul McGee / Coordinator
	Primary Contact Email Address	APS.Coordinator@torontopolice.on.ca
	Primary Contact Phone Number	4168087848
	Primary Contact Fax Number	4168087857
	Primary Contact Mailing Address 1	40 College Street
	Primary Contact Mailing Address 2	4th Floor
	Primary Contact Mailing Address 3	
	Primary Contact City	Toronto
	Primary Contact Postal Code	M5G 2J3
1.2	Your institution is:	Police Services Board

Section 2: Inconsistent Use of Personal Information

2.1	Whenever your institution uses or discloses personal information in a way that differs from the way the information is normally used or disclosed (an inconsistent use), you must attach a record or notice of the inconsistent use to the affected information.	0
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Your institution received:

- ☐ No formal written requests for access or correction
- ☒ Formal written requests for access to records
- ☐ Requests for correction of records of personal information only

Section 3: Number of Requests Received and Completed

Enter the number of requests that fall into each category.

	Personal Information	General Records
3.1 New Requests received during the reporting year	4208	1026
3.2 Total number of requests completed during the reporting year	5201	1325

Section 4: Source of Requests

Enter the number of requests you completed from each source.

	Personal Information	General Records
4.1 Individual/Public	4128	141
4.2 Individual by Agent	1069	253
4.3 Business	3	131
4.4 Academic/Researcher	0	7
4.5 Association/Group	1	170
4.6 Media	0	82
4.7 Government (all levels)	0	540
4.8 Other	0	1
4.9 Total requests (Add Boxes 4.1 to 4.8 = 4.9)	5201	1325

BOX 4.9 must equal BOX 3.2

Section 5: Time to Completion

How long did your institution take to complete all requests for information? Enter the number of requests into the appropriate category. How many requests were completed in:

	Personal Information	General Records
5.1 30 days or less	3214	801
5.2 31 - 60 days	495	106
5.3 61 - 90 days	118	26
5.4 91 days or longer	1374	392
5.5 Total requests (Add Boxes 5.1 to 5.4 = 5.5)	5201	1325

BOX 5.5 must equal BOX 3.2

Section 6: Compliance with the Act

In the following charts, please indicate the number of requests completed, within the statutory time limit and in excess of the statutory time limit, under each of the four different situations:

NO notices issued;

BOTH a Notice of Extension (s.27(1)) and a Notice to Affected Person (s.28(1)) issued;

ONLY a Notice of Extension (s.27(1)) issued;

ONLY a Notice to Affected Person (s.28(1)) issued.

Section 6: Compliance with the Act

Please note that the four different situations are mutually exclusive and the number of requests completed in each situation should add up to the total number of requests completed in Section 3.2. (Add Boxes 6.3 + 6.6 + 6.9 + 6.12 = BOX 6.13 and BOX 6.13 must equal BOX 3.2)

A. No Notices Issued

	Personal Information	General Records
6.1 Number of requests completed within the statutory time limit (30 days) where neither a Notice of Extension (s.27(1)) nor a Notice to Affected Person (s.28(1)) were issued.	3210	796
6.2 Number of requests completed in excess of the statutory time limit (30 days) where neither a Notice of Extension (s.27(1)) nor a Notice to Affected Person (s.28(1)) were issued.	1919	502
6.3 Total requests (Add Boxes 6.1 + 6.2 = 6.3)	5129	1298

B. Both a Notice of Extension (s.27(1)) and a Notice to Affected Person (s.28(1)) Issued

	Personal Information	General Records
6.4 Number of requests completed within the time limits permitted under both the Notice of Extension (s.27(1)) and a Notice to Affected Person (s.28(1)).	0	0
6.5 Number of requests completed in excess of the time limit permitted by the Notice of Extension (s.27(1)) and the time limit permitted by the Notice to Affected Person (s.28(1)).	0	0
6.6 Total requests (Add Boxes 6.4 + 6.5 = 6.6)	0	0

C. Only a Notice of Extension (s.27(1)) Issued

	Personal Information	General Records
6.7 Number of requests completed within the time limits permitted under both the Notice of Extension (s.27(1)).	10	5
6.8 Number of requests completed in excess of the time limit permitted by the Notice of Extension (s.27(1)).	19	11
6.9 Total requests (Add Boxes 6.7 + 6.8 = 6.9)	29	16

D. Only a Notice to Affected Person (s.28(1)) Issued

	Personal Information	General Records
6.10 Number of requests completed within the time limits permitted under both the Notice to Affected Person (s.28(1)).	23	4
6.11 Number of requests completed in excess of the time limit permitted by the Notice to Affected Person (s.28(1)).	20	7
6.12 Total requests (Add Boxes 6.10 + 6.11 = 6.12)	43	11

E. Total Completed Requests (sections A to D)

	Personal Information	General Records
6.13 Total requests (Add Boxes 6.3 + 6.6 + 6.9 + 6.12 = 6.13)	5201	1325

BOX 6.13 must equal BOX 3.2

Section 6a: Contributing Factors

Please outline any factors which may have contributed to your institution not meeting the statutory time limit. If you anticipate circumstances that will improve your ability to comply with the Act in the future, please provide details in the space below.

The volume of work required to complete 5000-plus requests annually continues to impede our ability to meet statutory timelines.

During 2019, five (5) additional staff were provided the opportunity to work in A.P.S. in the role of Disclosure Analyst. These individuals augmented the existing permanent staff and made significant contributions to the Unit. This was shown in an increase in our compliance and a significant reduction in files that did not meet compliance.

Additional staff will continue working in A.P.S. during 2020 with the goal of being 100% compliant and backlog free by year's end.

Section 7: Disposition of Requests

What course of action was taken with each of the completed requests? Enter the number of requests into the appropriate category.

	Personal Information	General Records
7.1 All information disclosed	288	576
7.2 Information disclosed in part	3169	270
7.3 No information disclosed	840	217
7.4 No responsive records exists	188	37
7.5 Request withdrawn, abandoned or non-jurisdictional	716	230
7.6 Total requests (Add Boxes 7.1 to 7.5 = 7.6)	5201	1330

BOX 7.6 must be greater than or equal to BOX 3.2

Section 8: Exemptions & Exclusions Applied

For the Total Requests with Exemptions/Exclusions/Frivolous or Vexatious Requests, how many times did your institution apply each of the following? (More than one exemption may be applied to each request)

	Personal Information	General Records
8.1 Section 6 — Draft Bylaws, etc.	0	0
8.2 Section 7 — Advice or Recommendations	1	0
8.3 Section 8 — Law Enforcement ¹	543	41
8.4 Section 8(3) — Refusal to Confirm or Deny	0	0
8.5 Section 8.1 — Civil Remedies Act, 2001	0	0
8.6 Section 8.2 — Prohibiting Profiting from Recounting Crimes Act, 2002	0	0
8.7 Section 9 — Relations with Governments	19	1
8.8 Section 10 — Third Party Information	1	2
8.9 Section 11 — Economic/Other Interests	0	1
8.10 Section 12 — Solicitor-Client Privilege	2	2

Section 8: Exemptions & Exclusions Applied

8.11	Section 13 — Danger to Safety or Health	10	1
8.12	Section 14 — Personal Privacy (Third Party) ²	0	220
8.13	Section 14(5) — Refusal to Confirm or Deny	14	3
8.14	Section 15 — Information soon to be published	0	2
8.15	Section 20.1 Frivolous or Vexatious	3	0
8.16	Section 38 — Personal Information (Requester)	2790	0
8.17	Section 52(2) — Act Does Not Apply ¹	75	22
8.18	Section 52(3) — Labour Relations & Employment Related Records	3	2
8.19	Section 53 — Other Acts	17	3
8.20	PHIPA Section 8(1) Applies	0	0
8.21	Total Exemptions & Exclusions Add Boxes 8.1 to 8.20 = 8.21	3478	300

¹ not including Section 8(3)
² not including Section 14(5)
³ not including Section 52(3)

Section 9: Fees

Did your institution collect fees related to request for access to records?

		Personal Information	General Records	Total
9.1	Number of REQUESTS where fees other than application fees were collected	644	59	703
9.2.1	Total dollar amount of application fees collected	\$21527.80	\$5130.00	\$26657.80
9.2.2	Total dollar amount of additional fees collected	\$7474.68	\$1056.00	\$8530.68
9.2.3	Total dollar amount of fees collected (Add Boxes 9.2.1 + 9.2.2 = 9.2.3)	\$29002.48	\$6186.00	\$35188.48
9.3	Total dollar amount of fees waived	\$6627.60	\$2119.00	\$8746.60

Section 10: Reasons for Additional Fee Collection

Enter the number of REQUESTS for which your institution collected fees other than application fees that apply to each category.

	Personal Information	General Records	Total
10.1 Search time	0	0	0
10.2 Reproduction	0	0	0
10.3 Preparation	0	0	0
10.4 Shipping	0	0	0
10.5 Computer costs	0	0	0
10.6 Invoice costs(and other as permitted by regulation)	0	0	0
10.7 Total (Add Boxes 10.1 to 10.6 = 10.7)	0	0	0

Section 11: Correction and Statements of Disagreement

Did your institution receive any requests to correct personal information?

- 11.1** Number of correction requests received
- 11.2** Correction requests carried forward from the previous year
- 11.3** Correction requests carried over to next year
- 11.4** Total Corrections Completed $((11.1 + 11.2) - 11.3 = 11.4)$

Personal Information

6
6
1
11

BOX 11.4 must equal BOX 11.9

What course of action did your institution take regarding the requests that were received to correct personal information?

- 11.5** Correction(s) made in whole
- 11.6** Correction(s) made in part
- 11.7** Correction refused
- 11.8** Correction requests withdrawn by requester
- 11.9** Total requests (Add Boxes 11.5 to 11.8 = 11.9)

Personal Information

1
6
1
3
11

BOX 11.9 must equal BOX 11.4

In cases where correction requests were denied, in part or in full, were any statements of disagreement attached to the affected personal information?

- 11.10** Number of statements of disagreement attached:

Personal Information

0

If your institution received any requests to correct personal information, the Act requires that you send any person(s) or body who had access to the information in the previous year notification of either the correction or the statement of disagreement. Enter the number of notifications sent, if applicable.

- 11.11** Number of notifications sent:

Personal Information

0

Note:

This report is for your records only and should not be faxed or mailed to the Information and Privacy Commissioner of Ontario in lieu of online submission. Faxed or mailed copies of this report will NOT be accepted. Please submit your report online at: <https://statistics.ipc.on.ca>.

Thank You for your cooperation!

Declaration:

I, Kathryn Watts / Asst. Mgr. R.M.S., confirm that all the information provided in this report, furnished by me to the Information and Privacy Commissioner of Ontario, is true, accurate and complete in all respects.

Signature

Date



Toronto Police Services Board Report

January 14, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Quarterly Report: Occupational Health and Safety Update for October 1, 2019 to December 31, 2019 and Year-End Summary

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board) receive this report.

Financial Implications:

There are no financial implications relating to the recommendations contained within this report.

Background / Purpose:

At its meeting on January 24, 2005, the Board received an update on occupational health and safety matters relating to the Toronto Police Service (Service) (Min. No. C9/05 refers). Following consideration of the report, the Board requested the Chief of Police to provide quarterly confidential updates on matters relating to occupational health and safety. The Board, at its meeting on August 21, 2008, further requested public quarterly reports for occupational health and safety matters (Min. No. C224/08 refers).

The purpose of this report is to update the Board on matters relating to occupational health and safety issues for the fourth quarter of 2019 and includes a year-end summary.

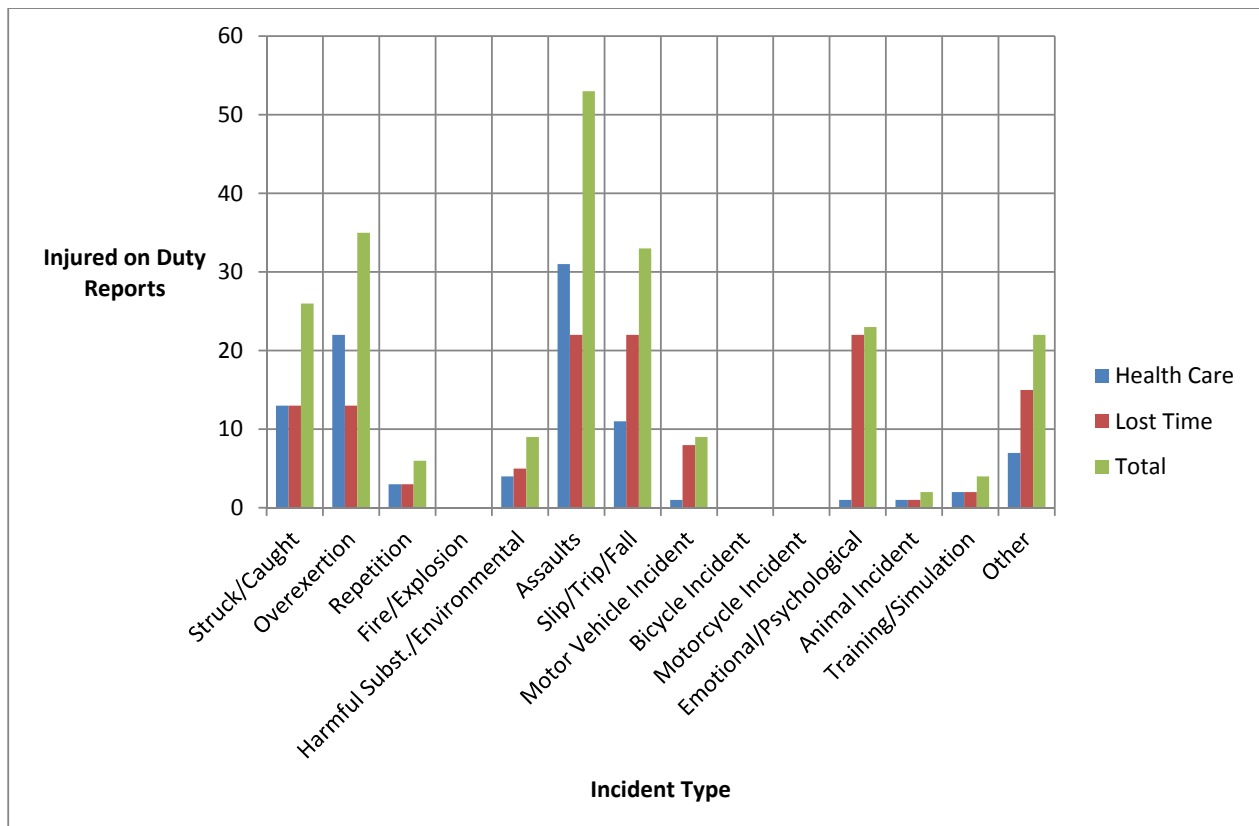
Discussion:

Fourth Quarter Accident and Injury Statistics

From October 1, 2019 to December 31, 2019, there were 222 reported workplace accidents/incidents involving Service members, resulting in lost time from work and/or health care, which was provided by a medical professional. These incidents were reported as claims to the Workplace Safety and Insurance Board (W.S.I.B.). During this same period, 32 recurrences of previously approved W.S.I.B. claims were reported. Recurrences can include, but are not limited to: ongoing treatment, re-injury, and medical follow-ups, ranging from specialist appointments to surgery.

Injured on Duty reports are classified according to the incident type. The following graph and chart summarize the Injured on Duty reports received by the Wellness Unit during the fourth quarter of 2019.

*Injured on Duty Reports
October to December 2019*



Incident Type	Health Care	Lost Time	Q4 2019	Q4 2018
Struck/Caught	13	13	26	20
Overexertion	22	13	35	34
Repetition	3	3	6	6
Fire/Explosion	0	0	0	2
Harmful Substances /Environmental	4	5	9	17
Assaults	31	22	53	61
Slip/Trip/Fall	11	22	33	27
Motor Vehicle Incident	1	8	9	18
Bicycle Incident	0	0	0	2
Motorcycle Incident	0	0	0	0
Emotional/Psychological	1	22	23	15
Animal Incident	1	1	2	5
Training/Simulation	2	2	4	10
Other	7	15	22	1
Totals	96	126	222	218

The top five incident categories are:

1. Assaults: 53 reported incidents
2. Overexertion: 35 reported incidents
3. Slip/Trip/Fall: 33 reported incidents
4. Struck/Caught: 26 reported incidents
5. Emotional/Psychological: 23 reported incidents

The highest category of incidents during this reporting period is the “Assaults” category. Assaults by arrested parties, suspects, or members of the public typically form one of the largest categories of Injured on Duty reports due to the nature of police work. A significant portion of training received by police officers is designed to mitigate the risk of these types of injuries.

Critical Injuries

Under Ontario’s occupational health and safety regulatory framework, employers have the duty to report all critical injuries and fatalities which occur in the workplace to the Ministry of Labour, Training, and Skills Development (M.O.L.T.S.D.) pursuant to *Section 51 of the Occupational Health and Safety Act* and *Ontario Regulation 834*.

A critical injury is defined as an injury of a serious nature that:

- (a) places life in jeopardy,
- (b) produces unconsciousness,
- (c) results in substantial loss of blood,
- (d) involves the fracture of a leg or arm but not a finger or toe,
- (e) involves the amputation of a leg, arm, hand or foot but not a finger or toe,

- (f) consists of burns to a major portion of the body, or
- (g) causes the loss of sight in an eye.

In the fourth quarter of 2019, there was one critical injury incident reported to the M.O.L.T.S.D. For each critical injury incident, an investigation is conducted by the Service independent of the M.O.L.T.S.D. investigation, involving both the injured member's local Joint Health and Safety Committee and the Service's Wellness Unit. In each case, root causes are sought and recommendations are made, where applicable, to reduce the risk of similar incidents in the future.

Communicable Diseases

As part of the Communicable Disease Exposure Surveillance Program, members of the Wellness Unit reviewed reported exposures during the months indicated in the table below. The majority of these exposures did not result in claim submissions to the W.S.I.B. However, there is an obligation to ensure that a communication is dispatched to members of the Service from a qualified designated officer from the Medical Advisory Services team.

In the event that a member requires information or support regarding a communicable disease exposure, they will be contacted by a medical professional from Medical Advisory Services in order to discuss potential risk, consider treatment options as required, and to ensure that the member is supported properly with respect to stress and psychological well-being. The following chart summarizes member exposures to communicable diseases, as well as other potential exposure types including blood and bodily fluids.

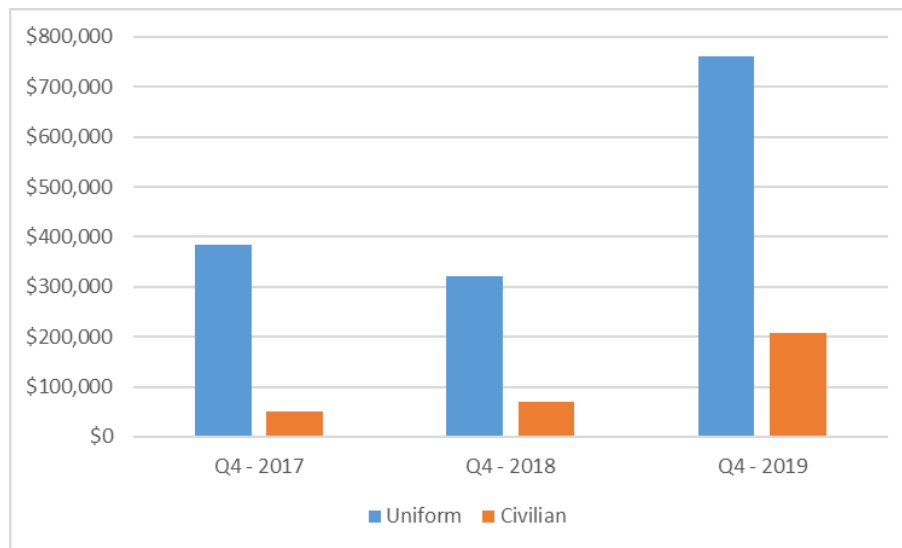
Member Exposure to Communicable Diseases October to December 2019

Reported Exposures	October	November	December	Q4 - 2019	Q4 - 2018
Bodily Fluids, Misc.	12	14	13	39	41
Hepatitis A, B, & C	1	2	2	5	7
HIV	1		2	3	5
Influenza	0	0	0	0	0
Measles, Mumps, Rubella	0	0	0	0	0
Meningitis	0	0	0	0	0
Staphylococcus Aureus	0	0	0	0	10
Tuberculosis	2	0	2	4	4
Varicella (Chickenpox)	0	0	0	0	0
Bed Bugs	4	3	4	11	13
Other, Miscellaneous	4	5	4	13	14
Total	24	24	27	75	94

Examples of the types of exposures which fall into the category “Other, Miscellaneous” can include, but are not limited to: ringworm, scabies, lice, pertussis (whooping cough), diphtheria, etc.

Injury and Accident Costs

As a Schedule 2 employer, the Service paid \$207,664 in W.S.I.B. health care costs for civilian members and \$761,819 in W.S.I.B. health care costs for uniform members for the fourth quarter of 2019.



	Q4 - 2017	Q4 - 2018	Q4 - 2019
Uniform	\$384,847	\$320,791	\$761,819
Civilian	\$50,316	\$69,907	\$207,664

The increase in overall costs over the past three fourth quarter periods may be attributed in part to the passing into law of the *Supporting Ontario's First Responders Act* in April 2016, which created the presumption of work-relatedness when first responders are diagnosed with P.T.S.D. As claims for operational stress injuries increase, so too do the associated costs for health care for claims which can be long in duration, and very complex to resolve.

Medical Advisory Services

In 2019, the Wellness Unit undertook a comprehensive audit of short and long term disability management practices and processes to evaluate the current program, and to identify opportunities for improvement in tracking and reporting absences due to injuries and illness. The results of the audit are expected to be received in the first quarter of 2020, and will result in a set of recommendations and an action plan to implement disability management best practices for the Toronto Police Service. In addition, an

enhanced capacity to report accurate and meaningful data associated with short and long term disability will be implemented.

Workplace Violence and Harassment Statistics

Bill 168, the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*, came into force on June 15, 2010. As a result of this amendment, the *Occupational Health and Safety Act* now includes definitions of workplace violence and workplace harassment, and Part III.0.1 describes employer obligations with respect to violence and harassment in the workplace.

In the fourth quarter of 2019, there was one new documented complaint received which was categorized by Professional Standards as having the potential to meet the criteria of workplace harassment as defined in the *Occupational Health and Safety Act*.

Other Occupational Health and Safety Matters

Currently, the Service has 266 certified members, comprised of 171 worker representatives and 95 management representatives. For administrative purposes, uniform management representatives consist of members holding the rank of Staff/Detective Sergeant and above.

Seasonal Influenza Vaccination Clinics

The Service, in partnership with Toronto Paramedic Services, hosted seasonal influenza vaccination clinics at Police Headquarters and the Toronto Police College. A total of 105 members of the Service were immunized during these clinics.

Year-End Summary

Annual Workplace Safety and Insurance Board Claims and Costs

For the year 2019, the Service processed 1,111 Injured on Duty (I.O.D.) reports, which were reported to W.S.I.B. as workplace injury or illness claims or recurrences. For 2017 and 2018, there were 955 and 1054 claims and recurrences reported respectively. In 2019, there was an increase of 5% in reportable claims when compared to 2018.

W.S.I.B. claims must be reported when workers receive medical attention, lose time or are absent from work, or when any recurrences of work-related injury or illness occur. First Aid incidents do not meet the threshold for reporting to the W.S.I.B.

The following chart lists W.S.I.B. claims for the Service for the past three years for comparison purposes:

Claim Description	2017	2018	2019*
Health Care	365	351	419
Lost Time	450	518	496
Recurrences	140	185	196
Total	955	1054	1111
Percent change from previous year	+5%	+10%	+5%

*Claims can be reported at any time. This is accurate as of the date of this report.

The cost to the Service for workplace injuries and illnesses, as a Schedule 2 employer, including income replacement, healthcare costs, administration fees and all other pensions and awards for the last three years is as follows:

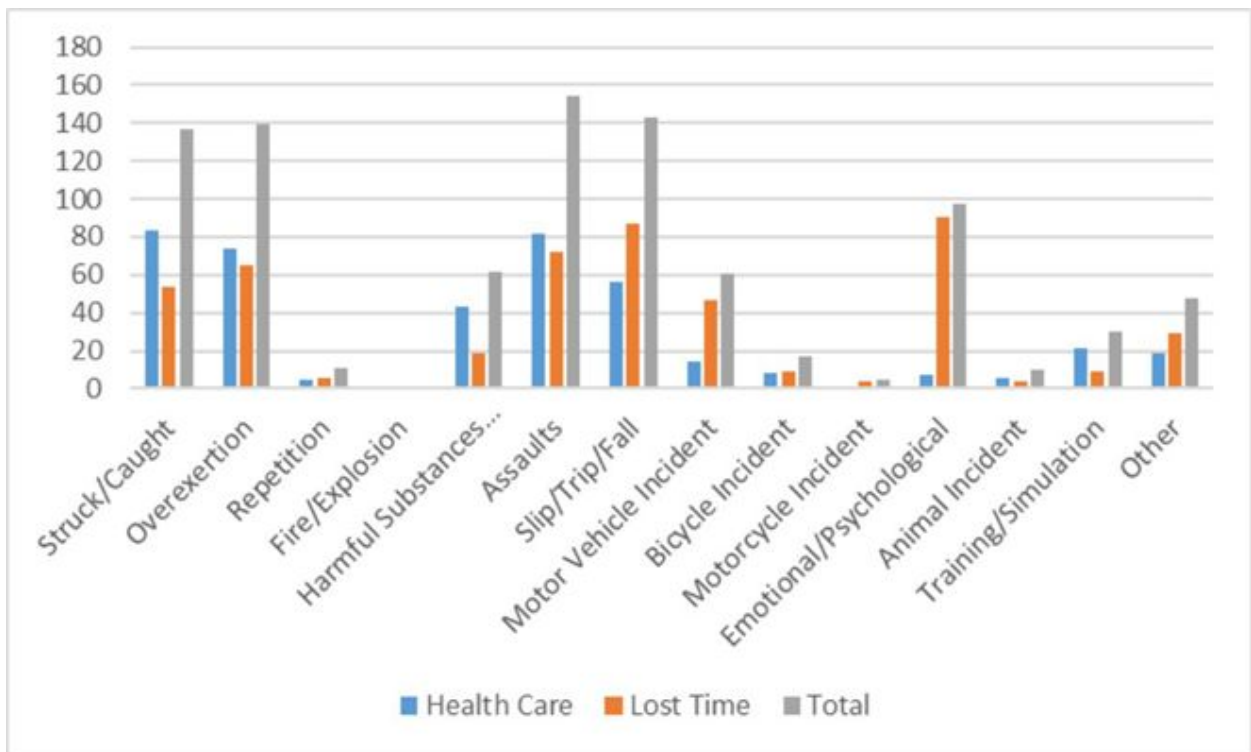
W.S.I.B. Costs	2017	2018	2019*
Total	\$11.75M	\$12.92M	\$13.89M
Percent change from previous year	+31.1%	+9.1%	+7.5%

*The cost is accurate as of the date of this report.

The increase in overall costs over the past three years may be attributed to the passing into law of the *Supporting Ontario's First Responders Act* in April 2016, which created the presumption of work-relatedness when first responders are diagnosed with P.T.S.D.

Annual Year-End Accident and Injury Statistics

The following chart and graph summarize the Injured on Duty reports received by the Wellness Unit during the year 2019:



Incident Type	Health Care	Lost Time	Total 2019	Total 2018	Total 2017	Total 2016
Struck/Caught	83	54	137	89	103	168
Overexertion	74	65	139	161	115	84
Repetition	5	6	11	14	5	17
Fire/Explosion	0	1	1	3	9	2
Harmful Substances /Environmental	43	19	62	91	61	32
Assaults	82	72	154	199	254	197
Slip/Trip/Fall	56	87	143	90	83	90
Motor Vehicle Incident	14	47	61	51	48	53
Bicycle Incident	8	9	17	9	9	17
Motorcycle Incident	1	4	5	3	0	5
Emotional/Psychological	7	90	97	103	57	52
Animal Incident	6	4	10	16	11	8
Training/Simulation	21	9	30	33	48	10
Other	19	29	48	7	12	27
Totals	419	496	915	869	815	762

* In addition, there were 196 recurrences of previously submitted claims resulting in a total of 1111 workplace injury or illness reports submitted to the W.S.I.B.

The top five incident types for the year of 2019 are:

1. Assaults, 154 reported incidents
2. Slip/Trip/Fall, 143 reported incidents
3. Overexertion, 139 reported incidents
4. Struck Caught, 137 reported incidents
5. Emotional / Psychological, 97 reported incidents

The highest category of incidents for the year 2019 is the “Assaults” category. Assaults by arrested parties, suspects, or members of the public typically form one of the largest categories of Injured on Duty reports due to the nature of police work. A significant portion of training received by police officers is designed to mitigate the risk of these types of injuries.

Annual Year-End Communicable Disease Statistics

Reported Exposures	Total 2019	Total 2018
Bodily Fluids, Misc.	173	207
Hepatitis A, B, & C	12	20
HIV	13	22
Influenza	0	0
Measles, Mumps, Rubella	0	0
Meningitis	0	9
Staphylococcus Aureus	13	32
Tuberculosis	12	18
Varicella (Chickenpox)	0	0
Bed Bugs	52	71
Other, Miscellaneous	46	63
Total	321	442

For the year 2019, there were a total of 321 reported incidents involving exposures or possible exposures. This represents a decrease of 27.5% when compared to 2018 in which a total of 442 incidents were reported.

Annual Year-End Critical Injury Statistics

Year	Critical Injury Incidents reported to the MOL	Critical Injury Incidents Confirmed
2018	5	4
2019	5	5

Annual Year-End Workplace Violence and Harassment Statistics

In 2019, there were 13 documented complaints received which were categorized by Professional Standards as having the potential to meet the criteria of workplace harassment as defined in the *Occupational Health and Safety Act*. As a result of the investigations, misconduct was identified in nine cases and one was determined to be unsubstantiated. The remaining complaints are still under investigation.

Conclusion:

This report provides an update to the Board on matters relating to occupational health and safety issues for the fourth quarter of 2019 and provides year-end summary information.

The next quarterly report for the period of January 1, 2020 to March 31, 2020 will be submitted to the Board for its meeting in May 2020.

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to answer any questions the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

MS:IN:cp

*original copy with signature on file in the Board office



Toronto Police Services Board Report

January 6, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Establishing a Community Police Office in Lawrence Heights

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board) receive the following report.

Financial Implications:

There are no financial implications relating to the recommendations contained within this report.

Background / Purpose:

At its meeting on October 29 and 30, 2019, City Council adopted an item with respect to establishing a Community Police Office in Lawrence Heights. The Board received a Board Report recommending that the Board:

- 1) Request that the Chief of Police assess Council's recommendation and report to the Board on the results of his assessment; and,
- 2) Forward a copy of this report to City Council via the Executive Committee.

This report will inform the Board of the assessment of establishing a Community Police Office in Lawrence Heights.

Discussion:

The Transformational Task Force and the Neighbourhood Officer Program

The Board and The Toronto Police Service (Service) established the Transformational Task Force (T.T.F.) to explore opportunities and find sustainable efficiencies in the delivery of policing services in the City of Toronto. In the final report, Action Plan: The Way Forward, the T.T.F. defined the path to excellence for the Service. This report includes addressing the need for a trusted relationship between the public and the police. The Neighbourhood Officer Program (N.O.P.) is a key component of building that trust.

The Service implemented its first N.O.P. in 2013 in selected neighbourhoods across all 17 divisions. The primary objectives of the N.O.P. at the time of its inception were to reduce crime, increase public safety, and improve public trust in the police. The early focus of the N.O.P. was the need to increase police presence and address community problems associated with observed crime patterns within particular neighbourhoods and to foster stronger relationships between community members and the police.

Since 2013, the N.O.P. has been the cornerstone of community policing in the City of Toronto. The program has been responsible for embedding T.P.S. members directly into communities and has provided opportunities to build and sustain strong and positive partnerships with community leaders. To ensure continuing success of the N.O.P., it is imperative that there is a continued effort on the part of the Service to assess current program strengths, make corrections when necessary, and incorporate evidence-based findings from academic and professional evaluations. In 2019, the N.O.P. was re-branded as the Neighbourhood Community Officer Program (N.C.O.P.).

During their research, the T.T.F. found that the public wanted a trusted relationship with its police service. This was the most common and important message they received. That relationship needed to include:

- A focus on crime prevention, community safety, community engagement, and reducing victimization at the neighbourhood level.
- A more familiar, consistent and trust-based relationship between residents and officers who are assigned to neighbourhoods for longer periods.
- Officers less separated from the public – more time on foot and on bicycles interacting with people and less time isolated in cars.
- Building the skills of existing officers to strengthen engagement with individuals and groups, including answering questions and providing useful information.

The Service continues to implement the action plan as it works towards the three goals that define what it means to be a modern police service:

- Be where the public needs the Service the most, which includes using modern technology to ensure officers are fully connected to the community from any location, and to improve public access and customer service.
- Embrace partnerships to create a safe community which means a service-delivery model that is community-centric with an intensified, sustainable longer-term commitment of resources and capabilities.
- Focus on the complex needs of a large city by having a sustainable and affordable service-delivery model based on understanding the needs of our city and continuously adapting services to respond.

The action plan is first and foremost about a smarter approach to policing. Neighbourhood-centric policing will result in improved community safety.

The Neighbourhood Community Officers (N.C.O.) work in partnership with communities and service-delivery agencies to address crime, disorder, and community safety issues with an understanding of the complex needs specific to each neighbourhood. They are proactive and use information, evidence, and neighbourhood insights to work in partnership to identify issues and co-develop solutions. This includes referrals to appropriate community resources.

The Connected Officer Program and N.C.O.

The N.C.O.'s are able to provide better service because of greater access to data, information and software through Connected Officer Mobile Devices. The N.C.O.'s throughout the Service have smart mobile devices that give them access to the data, information and software they need, always and anywhere. Regardless of their location, N.C.O.'s are accessible to residents – to receive and respond to calls, emails, text messages, and other forms of electronic communication. As the Connected Officer program evolves, N.C.O.'s will be able to prepare and file reports and other documentation from anywhere, rather than being limited to mobile workstations in cars or having to return to police stations to work at desktop computers. Because of the Service's investment in data analytics and modeling, all N.C.O.'s are able to use their mobile devices to access information and analysis that give them a richer understanding of the city and specific neighbourhoods. This includes economic, social, and demographic data, as well as other information such as crime statistics.

All police officers are required to perform a combination of administrative and operational tasks during the course of their duties. Completing operational tasks includes attending various geographic locations and interacting with members of the community. Administrative tasks often have the technical requirement of having access to systems and information often achieved through a desktop computer at a police station or in-car computer.

One of the main goals of an N.C.O. is to be physically present and accessible to the community in which they are assigned. Operational tasks and administrative tasks impede this goal when officers on foot patrol do not have access to the necessary equipment. Providing mobile technology in the form of smartphones to N.C.O.'s who walk and ride bicycles creates efficiencies which support achieving the goals and objectives of their assignment. Modern portable technology and supporting software is advancing at a fast pace which will support even more functionality, enabling officers to perform all of their administrative tasks on mobile devices in the near future. In this future state, a police station will be a place where officers start their shift and end their shift, but seldom utilize in between.

Conclusion:

On Tuesday November 5, 2019, Staff Superintendent Mark Barkley and Superintendent David Rydzik met with Councillor Mike Colle and explained the goals, objectives and role of the N.C.O.P., as well as that of the Connected Officer Program. The complimentary relationship of these two programs is what puts these officers where they are needed most; visible in the community. Past concepts of policing in a neighbourhood through use of community office space are replaced by advanced mobile connectivity. The ongoing evolution of the N.C.O. program and the ability for the officer to remain connected to and engaged with community members at any time and any place through their connected officer devices is a key principle of the modernization of the program. Having discussed the modern role of the N.C.O. and the Connected Officer Program, it was agreed that a community office space was not required.

At this time, establishing a Community Police Office in Lawrence Heights is not recommended.

Deputy Chief Peter Yuen, Communities and Neighbourhoods Command, will be in attendance to respond to any questions that the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office



Toronto Police Services Board Report

January 8, 2020

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: 2019 Secondment Listing

Recommendation:

It is recommended that the Toronto Police Services Board (Board) receive this report.

Financial Implications:

There are no financial implications relating to the recommendations contained within this report.

Background / Purpose:

At its meeting of January 25, 2001, the Board directed that the Chief of Police report annually on secondments of Service members (Board Min. No P5/01 refers). This report is submitted in compliance with the Board's direction.

Discussion:

In 2019, a total of 62 Toronto Police Service (Service) members (56 uniform and 6 civilians) were seconded to various provincial, federal and American partner organizations. Of this total, 33 uniform and 6 civilians were seconded to various agencies at full cost recovery for salaries and benefits to the Service.

In addition, for the same time period, 23 uniform members were seconded with no cost recovery to the Service.

The unfunded secondment positions include partnerships with federal and provincial government agencies, with both the Service and the partner agencies benefitting from the working relationship. These partnerships are necessary and enable more effective and efficient strategies and action to help address various crime and security issues, which cross national boundaries, as well as create key liaisons with various provincial entities.

Conclusion:

A list of funded and unfunded secondment positions filled by Service members during 2019 is appended to this report (see Appendix A).

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to answer any questions the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office

Appendix A

No. of Members	RANK	LOCATION	TERM			COST
				to	Ongoing	
2	Detective	Royal Canadian Mounted Police Asian Organized Crime	2011.04.15	to	Ongoing	UFD
2	D/Constable	Royal Canadian Mounted Police Asian Organized Crime	2011.04.15	to	Ongoing	UFD
1	D/Sergeant	Royal Canadian Mounted Police Combined Forces Special Enforcement Unit (CFSEU)	2019.02.18	to	Ongoing	UFD
1	Detective	Royal Canadian Mounted Police Combined Forces Special Enforcement Unit (CFSEU)	2015.03.09	to	Ongoing	UFD
4	D/Constable	Royal Canadian Mounted Police Combined Forces Special Enforcement Unit (CFSEU)	2014.03.28	to	Ongoing	UFD
1	Sergeant	Royal Canadian Mounted Police CPIC Newmarket	2016.10.27	to	2019.10.19	FCR
1	Inspector	Royal Canadian Mounted Police Integrated National Security Team (INSET)	2017.04.01	to	2020.03.31	FCR
1	Detective	Royal Canadian Mounted Police Integrated National Security Team (INSET)	2017.04.01	to	2020.03.31	UFD
1	Sergeant	Royal Canadian Mounted Police International Police Operations (IPOB)	2018.08.30	to	2019.08.30	FCR
1	Sergeant	Royal Canadian Mounted Police International Police Operations (IPOB)	2018.07.29	to	2019.07.29	FCR
1	Sergeant	Royal Canadian Mounted Police International Police Operations (IPOB)	2018.09.12	to	2019.09.12	FCR
1	Sergeant	Royal Canadian Mounted Police International Police Operations (IPOB)	2018.07.10	to	2019.07.10	FCR
1	PC	Royal Canadian Mounted Police International Police Operations (IPOB)	2018.08.30	to	2019.08.30	FCR
2	PC	Royal Canadian Mounted Police (MSERT)	2018.01.01	to	2020.01.01	FCR
1	A08	Royal Canadian Mounted Police National Weapons Enforcement Support Team (NWEST)	2016.01.04	to	2022.02.22	FCR
1	PC	Royal Canadian Mounted Police Pearson International Airport	2016.07.01	to	Ongoing	UFD
1	Detective	Royal Canadian Mounted Police Toronto Airport Drug Enforcement Unit (TADEU)	2011.11.08	to	Ongoing	UFD

No. of Members	RANK	LOCATION	TERM			COST
1	D/Constable	Corrections Canada Community Corrections Liaison Officer (CCLO Liaison Officer)	2017.04.01	to	2019.03.31	UFD
2	Detective	Ministry of Community Safety & Correctional Services Biker Enforcement	2017.05.29	to	Ongoing	UFD
1	PC	Ministry of Community Safety & Correctional Services Biker Enforcement	2014.09.03	to	Ongoing	UFD
2	D/Constable	Ministry of Community Safety & Correctional Services Chief Firearms Office	2018.03.31	to	Ongoing	FCR
1	Detective	Ministry of Community Safety & Correctional Services Major Case Management	2017.06.23	to	2019.06.30	FCR
1	D/Sergeant	Ministry of Community Safety & Correctional Services Provincial Anti-Terrorism	2019.02.18	to	Ongoing	UFD
1	D/Constable	Ministry of Community Safety & Correctional Services Provincial Anti-Terrorism	2016.02.16	to	2019.02.15	UFD
1	D/Sergeant	Ministry of Solicitor General CISO	2017.12.18	to	2019.12.18	FCR
1	A/D/Sergeant	Ministry of Solicitor General CISO	2017.04.25	to	2020.04.25	FCR
1	A/D/Sergeant	Ministry of Solicitor General CISO	2018.04.01	to	2019.04.01	FCR
1	PC	Ministry of Solicitor General (ViCLAS)	2016.09.12	to	2019.09.12	FCR
1	PC	Ministry of Solicitor General (ViCLAS)	2017.05.08	to	2020.05.08	FCR
1	Sergeant	Ontario Police College Basic Constable Training	2018.09.04	to	2020.07.30	FCR
1	Sergeant	Ontario Police College Basic Constable Training	2019.01.07	to	2020.12.04	FCR
1	A/Sergeant	Ontario Police College Basic Constable Training	2017.05.01	to	2020.04.03	FCR
1	A/Sergeant	Ontario Police College Basic Constable Training	2018.01.02	to	2020.03.31	FCR
1	A/Sergeant	Ontario Police College Basic Constable Training	2018.01.08	to	2019.11.29	FCR
1	PC	Ontario Chief Coroner Coroner's Inquest	2016.06.27	to	2019.06.30	UFD
1	Inspector	Ontario Provincial Police Provincial Repeat Offender Parole Enforcement (ROPE)	2015.09.01	to	2020.01.01	FCR

No. of Members	RANK	LOCATION	TERM			COST
2	Detective	Ontario Provincial Police Provincial Repeat Offender Parole Enforcement (ROPE)	2015.09.01	to	2020.01.01	FCR
7	D/Constable	Ontario Provincial Police Provincial Repeat Offender Parole Enforcement (ROPE)	2015.09.01	to	2020.01.01	FCR
2	C04	Ontario Provincial Police Provincial Repeat Offender Parole Enforcement (ROPE)	2015.09.01	to	2020.01.01	FCR
1	Detective	United States Immigration and Customs Enforcement Unit	2019.01.01	to	2021.12.31	UFD
1	Detective	New York Police Department Liaison	2019.01.08	to	2020.02.28	UFD
1	D/Constable	United States Postal Service Telemarketing	2019.02.01	to	2020.02.04	FCR
1	T/08	United States Postal Service Telemarketing	2019.02.01	to	2020.02.04	FCR
1	T/04	Miziwe Biik	2018.06.11	to	2019.03.29	FCR
1	A/X30	Toronto Police Services Board	2019.01.14	to	2020.01.14	FCR

Legend:

FCR - Full Cost Recovery
UFD - Unfunded



Central Joint Health and Safety Committee

PUBLIC MINUTES

**40 College Street, 7th Floor Board Room
Wednesday, December 18, 2019
10:00 AM
Teleconference**

Meeting No. 68

Members Present:

Jim Hart, Chair TPSB & Co-Chair, CJHSC
Jon Reid, Director, TPA & Co-Chair, CJHSC
Brian Callanan, TPA & Executive Representative

Absent:

Deputy Chief Barbara McLean, TPS, Command Representative

Also Present:

Rob Duncan, Safety Planner & Program Coordinator, Wellness Unit
Ivy Nanayakkara, Manager, Wellness Unit
Claire Wagar, Executive Assistant, TPA

Chair for this Meeting: Jim Hart, Chair, Toronto Police Services Board, and
Co-Chair, Central Joint Health and Safety Committee

Opening of the Meeting:

1. Co-Chair, Jim Hart, welcomed the group to the meeting and called the meeting to order.
2. The Committee approved the public and confidential Minutes from the meeting that was held on November 18, 2019.

The Committee considered the following matters:

3. FULL BODY SCANNERS

Mr. Hart advised the Committee that the topic of full body scanners was discussed by the Board at its meeting held on November 21, 2019 and that the Chief was asked to report back to the Board at its March 2020 meeting as follows:

THAT the Board request the Chief to provide a report to the Board by its March 2020 meeting, that addresses:

- (a) the level of compliance with the legal and TPS requirements that a 'frisk' or 'pat down' search be conducted first, before a Level 3 Search can be conducted;
- (b) the records that are created and maintained to support the conduct of Level 3 Searches, specifically as regards to meeting of the requirements or tests outlined in the applicable Board Policies, Service Procedures and jurisprudence;
- (c) for 2017 and 2018, the number of instances during which a 'frisk' or 'pat down' search has been conducted without any items of significance or relevance found, which was nonetheless followed by a Level 3 Search, and whether items of significance or relevance were found in that Level 3 Search;
- (d) to the extent this is accurate in relation to other jurisdictions that keep statistics, the reasons why there is an elevated instance of Level 3 Searches relevant to the experience of other jurisdictions; and,
- (e) any lessons learned through the Full Body Scanner Pilot Project, and the applicability of these lessons to the use of Level 3 Searches across the Service more broadly, to ensure they are carried out in the most appropriate and respectful manner possible.

Mr. Hart said that one of the deputants at the Board meeting noted that other cities, like Ottawa, conduct far fewer searches so it is imperative that we ensure that our practices are solid before we introduce a technology solution.

Status	Ongoing
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Action	Deputy Chief McLean to provide update at the next meeting
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4. FIRE SCENES N95 MASKS

Mr. Duncan proposed to change the title of Fire Scenes N95 masks to Respiratory Protection to more accurately reflect the scope of the initiative.

The Wellness Unit is working with Purchasing Services to prepare an RFP with Purchasing to launch in 2020.

The RFP is expected to have a closing date in late January or early February of 2020. The nature of the work is standardized, and we hope to be moving forward by February / March 2020.

Mr. Duncan has been speaking with the governance group and will provide an update on the RFP process in February.

Status	Ongoing
Action	Mr. Duncan to provide an update at the next meeting

5. BOOTLEG PROTECTORS

Mr. Duncan advised that the vendor provided pricing and sample models and a plan is being implemented as well as discussing the logistics. Mr. Duncan advised that 54 and 55 Division appear to have the highest bed bug exposure rates based on available statistics and are very eager to participate. In response to a question Mr. Duncan advised that 51 Division doesn't seem to have as many exposures based on Injured on Duty reporting data.

Status	Ongoing
Action	Robert Duncan to provide an update at the next meeting

6. SCREENING FOR HEART DISEASE

Ms. Nanayakkara advised the Committee that during the month of November many TPS facilities were visited across the city to encourage participation in the Heart Health Promotion Program.

Ms. Nanayakkara said that the Service is expecting final numbers as to member participation by mid-January 2020.

Ms. Nanayakkara mentioned that lessons learned from the event could be applied to other initiatives and would include a wider spread communication plan, promoting within the Tour of Duty and will continue to look for opportunities for health promotion and hope to have more events like this throughout 2020.

Ms. Nanayakkara also advised the Committee that the Service is awaiting the report from UHN with their observations and recommendations.

Ms. Nanayakkara said that since the program was a success and reported to the CJHSC, that this matter could be considered resolved.

Status	Resolved
Action	No further action required

7. 2020 COMMITTEE MEETING DATES

The Committee approved the 2020 CJHSC dates as follows:

- 1) February 6, 2020 at 1:00PM
- 2) May 4, 2020 at 1:00PM
- 3) August 6, 2020 at 1:00PM
- 4) November 4, 2020 at 10:00AM

The Committee agreed that the February meeting will take place at the Toronto Police Association.

Status	Resolved
Action	No further action required

8. COMMITTEE UPDATES PROVIDED IN WRITING

Mr. Hart reminded the Committee of a decision made at its meeting held on June 29, 2011, whereby members agreed to submit updates in written form so that the written documents can form part of the Minutes. The Committee agreed that written items will be included and attached to the Minutes.

Status	Resolved
Action	No further action required

Next Meeting:

Date: Thursday, February 6, 2020

Time: 1:00PM

Location: Toronto Police Association, 2075 Kennedy Road, Suite 200

Members of the Central Joint Health and Safety Committee:

Jim Hart, Co-Chair Toronto Police Services Board	Jon Reid, Co-Chair Toronto Police Association
Barbara McLean, Command Representative, Toronto Police Service	Brian Callanan, Executive Member Toronto Police Association



Toronto Police Services Board Report

April 15, 2019

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Chief's Administrative Investigation into the Custody Injury to 2018.17

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board) receive the following report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background / Purpose:

Whenever the Special Investigations Unit (S.I.U.) is notified of an incident involving serious injury or death, provincial legislation directs that a chief of police shall conduct an administrative investigation.

Ontario Regulation 267/10, Section 11(1) states:

"The chief of police shall also cause an investigation to be conducted forthwith into any incident with respect to which the S.I.U. has been notified, subject to the S.I.U.'s lead role in investigating the incident."

Section 11(2) of the Regulation states:

"The purpose of the chief of police's investigation is to review the policies of or services provided by the police force and the conduct of its police officers."

Section 11(4) of the Regulation states:

“The chief of police of a municipal police force shall report his or her findings and any action taken or recommended to be taken to the board within 30 days after the S.I.U. director advises the chief of police that he or she has reported the results of the S.I.U.’s investigation to the Attorney General, and the board may make the chief of police’s report available to the public.”

Upon conclusion of its investigation, the S.I.U. provides the Toronto Police Service (T.P.S.) with a letter. The S.I.U. does not provide the T.P.S. with a copy of the report that was provided to the Attorney General.

Discussion:

On April 2, 2018 at approximately 3:30 p.m. 2018.17 attended a Metro Grocery store located at 3221 Eglinton Avenue East, in the City of Toronto, to purchase syringes. While 2018.17 was in the store, she took several boxes of Reactine (antihistamine medication) and a sandwich, without paying. When 2018.17 left the store, she was approached by the loss prevention officer for the store, who attempted to place her under arrest for theft, and a struggle ensued. 2018.17 then brandished a knife at the loss prevention officer. 2018.17 eventually walked across the street towards a plaza and the loss prevention officer called Toronto Police Service.

Officers from the 43 Division Major Crime Unit (M.C.U.) responded to the call and drove in an unmarked police vehicle along Eglinton Avenue East, searching for 2018.17. Officers located 2018.17 and her boyfriend in an alleyway within the plaza. One of the officers got out of their vehicle and approached 2018.17 and her boyfriend in the alleyway. At this time the officer had their Conducted Energy Weapon (CEW) in demonstrated force mode as they approached the couple.

Upon seeing the officer, 2018.17 immediately ran through the alleyway and an officer ran after her. The second officer returned to their vehicle and drove to the front of the plaza. The pursuing officer observed 2018.17 about to enter into a convenience store, and grabbed her by the strap of her purse and pulled her down to the ground before she could enter the store. 2018.17 fell back and landed on top of two concrete wheel stop blocks that were parallel to each other. 2018.17 was arrested and handcuffed. After her arrest and prior to her transport to the police station 2018.17 complained that she was in pain.

Toronto Paramedic Services (Paramedics) were called to the scene and she was transported by Toronto Paramedic Services to the Scarborough Hospital-General Site where she was diagnosed and treated for fractured ribs and a fracture to her pelvic

bone.

The S.I.U. was notified and invoked its mandate.

The S.I.U. designated one officer as a subject officer; four other officers were designated as witness officers.

In a letter to the T.P.S. dated February 14, 2019, Director Tony Loparco of the S.I.U. advised that the file had been closed and no further action was to be contemplated.

Director Loparco stated in part,

In my view, there were no grounds in the evidence to proceed with criminal charges against the subject officer.

Summary of the Toronto Police Service's Investigation:

Professional Standards Support (P.S.S.) conducted an investigation pursuant to Ontario Regulation 267/10, Section 11.

P.S.S. examined the injury in relation to the applicable legislation, service provided, procedures, and the conduct of the involved officers.

The P.S.S. investigation reviewed the following T.P.S. procedures:

- Procedure 01-01 (Arrest)
- Procedure 01-03 (Persons in Custody)
- Procedure 10-06 (Medical Emergencies)
- Procedure 13-16 (Special Investigations Unit)
- Procedure 13-17 (Notes and Reports)
- Procedure 15-01 (Use of Force)
- Procedure 15-02 (Injury/Illness Reporting)
- Procedure 15-17 (In-Car Camera System)

The P.S.S. investigation also reviewed the following legislation:

- *Police Services Act* Section 113 (Special Investigations Unit)
- Ontario Regulation 267/10 (Conduct and Duties of Police Officers Respecting Investigations by the Special Investigations Unit)
- Ontario Regulation 926 Section 14.3 (Use of Force Qualifications)

The P.S.S. investigation determined that the T.P.S.'s policies and procedures associated with the custody injury were found to be lawful, in keeping with current legislation, and written in a manner which provided adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The conduct of the officers was in compliance with applicable provincial legislation regarding the Standards of Conduct and applicable T.P.S. procedures.

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office



Toronto Police Services Board Report

April 29, 2019

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Chief's Administrative Investigation into the Custody Injury to 2018.13

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board) receive the following report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background / Purpose:

Whenever the Special Investigations Unit (S.I.U.) is notified of an incident involving serious injury or death, provincial legislation directs that a chief of police shall conduct an administrative investigation.

Ontario Regulation 267/10, Section 11(1) states:

"The chief of police shall also cause an investigation to be conducted forthwith into any incident with respect to which the S.I.U. has been notified, subject to the S.I.U.'s lead role in investigating the incident."

Section 11(2) of the Regulation states:

"The purpose of the chief of police's investigation is to review the policies of or services provided by the police force and the conduct of its police officers."

Section 11(4) of the Regulation states:

“The chief of police of a municipal police force shall report his or her findings and any action taken or recommended to be taken to the board within 30 days after the S.I.U. director advises the chief of police that he or she has reported the results of the S.I.U.’s investigation to the Attorney General, and the board may make the chief of police’s report available to the public.”

Upon conclusion of its investigation, the S.I.U. provides the Toronto Police Service (T.P.S.) with a letter. The S.I.U. does not provide the T.P.S. with a copy of the report that was provided to the Attorney General.

Discussion:

On February 24, 2018, at 0408 hours, uniform officers from 53 Division attended a radio call to 368 Eglinton Avenue East, apartment 610, in relation to male and female who were fighting. Information from Toronto Police Service (T.P.S.) databases indicated a history at this address involving 2018.13. 2018.13 was known to have a history of violent behaviour towards his female partner and towards the police.

Officers from 53 Division attended and spoke to the building superintendent who assisted the officers in gaining entry into the apartment. Upon entry, the officers announced their presence and located a female suffering from minor injuries.

The officers then located 2018.13, hiding in a closet, and arrested him for domestic assault. The officers observed 2018.13 had scratches to his face and neck.

2018.13 was uncooperative, resistive and at times combative during his arrest and when the officers placed him into their police vehicle.

2018.13 was transported to 53 Division and paraded before the Officer in Charge (O.I.C). Throughout the booking process, 2018.13 displayed resistive and uncooperative behaviour and it was noted that he had a strong odour of alcohol emanating from his breath. The O.I.C. had previously paraded 2018.13 for an unrelated event and at that time he had also been resistive and uncooperative with officers. The O.I.C. was advised by the arresting officers that there was evidence of drug use in the apartment where 2018.13 was arrested. 2018.13 refused to answer any questions posed by the O.I.C. regarding drug use.

The Officer in Charge of 53 Division authorized a Level 3 search of 2018.13 due to his demeanour, concern for concealed drugs, and previous history of violence.

Officers escorted 2018.13 to the Criminal Investigation Bureau in order to conduct the Level 3 search. During the search, 2018.13 was uncooperative and the officers

attempted to calm him down. When one of 2018.13 handcuffs was removed he began to thrash around hitting his own head on the wall of the interview room.

2018.13 was tripped to the ground in order for the officers to gain control. 2018.13 began to calm down and cooperated for the remainder of the search. Upon completion of the search, the officers observed that 2018.13 was bleeding from his nose and informed the Officer in Charge of the injury and the circumstances. 2018.13 refused first aid by the officers.

Paramedics attended and transported 2018.13 to St. Michael's Hospital. 2018.13 was examined by medical staff and diagnosed and treated for multiple nasal bone fractures. 2018.13 was returned to 53 Division and held for a show cause hearing.

The S.I.U. was notified and invoked its mandate.

The S.I.U. designated two officers as subject officers; three other officers were designated as witness officers.

In a letter to the T.P.S. dated February 14, 2019, Director Tony Loparco of the S.I.U. advised that the investigation into this incident was completed, the file has been closed and no further action is contemplated.

Director Loparco states in part,

"In my view, there were no grounds in the evidence to proceed with criminal charges against the two subject officers."

In Mr. Loparco's report to the Attorney General dated January 21, 2019 and in specific reference to the subject officers' actions toward 2018.13 he stated in part,

"In summary, I believe that the Complainant was injured when he, in an intoxicated and belligerent state, slammed his own face into a wall in an effort to resist being subject to a Level 3 search. As there no evidence that either subject officer used force that exceeded the amount of force permitted by law, no charges will issue and the file will be closed"

A copy of Director Loparco's letter is appended to this report.

The S.I.U. published a media release on February 19, 2018. The media release is available at:

https://www.siu.on.ca/en/news_template.php?nrid=4721

The Director's Report of Investigation is published on the link:

Summary of the Toronto Police Service's Investigation:

Professional Standards Support (P.S.S.) conducted an investigation pursuant to Ontario Regulation 267/10, Section 11.

P.S.S. examined the injury in relation to the applicable legislation, service provided, procedures, and the conduct of the involved officers.

The P.S.S. investigation reviewed the following T.P.S. procedures:

- Procedure 01-01 (Arrest)
- Procedure 01-02 (Search of Persons)
- Procedure 01-03 (Persons in Custody)
- Procedure 05-04 (Domestic Violence)
- Procedure 10-06 (Medical Emergencies)
- Procedure 13-16 (Special Investigations Unit)
- Procedure 13-17 (Notes and Reports)
- Procedure 15-01 (Use of Force)
- Procedure 15-02 (Injury/Illness Reporting)
- Procedure 15-17 (In-Car Camera System)

The P.S.S. investigation also reviewed the following legislation:

- *Police Services Act* Section 113 (Special Investigations Unit)
- Ontario Regulation 267/10 (Conduct and Duties of Police Officers Respecting Investigations by the Special Investigations Unit)
- Ontario Regulation 926 Section 14.3 (Use of Force Qualifications)

The P.S.S. investigation determined that the T.P.S.'s policies and procedures associated with the custody injury were found to be lawful, in keeping with current legislation, and written in a manner which provided adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The conduct of the officers was in compliance with applicable provincial legislation regarding the Standards of Conduct and applicable T.P.S. procedures.

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office



Toronto Police Services Board Report

October 25, 2019

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Chief's Administrative Investigation into the Custody Injury to 2018.44

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board) receive the following report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background / Purpose:

Whenever the Special Investigations Unit (S.I.U.) is notified of an incident involving serious injury or death, provincial legislation directs that a chief of police shall conduct an administrative investigation.

Ontario Regulation 267/10, Section 11(1) states:

"The chief of police shall also cause an investigation to be conducted forthwith into any incident with respect to which the S.I.U. has been notified, subject to the S.I.U.'s lead role in investigating the incident."

Section 11(2) of the Regulation states:

"The purpose of the chief of police's investigation is to review the policies of or services provided by the police force and the conduct of its police officers."

Section 11(4) of the Regulation states:

“The chief of police of a municipal police force shall report his or her findings and any action taken or recommended to be taken to the board within 30 days after the S.I.U. director advises the chief of police that he or she has reported the results of the S.I.U.’s investigation to the Attorney General, and the board may make the chief of police’s report available to the public.”

Upon conclusion of its investigation, the S.I.U. provides the Toronto Police Service (T.P.S.) with a letter. The S.I.U. does not provide the T.P.S. with a copy of the report that was provided to the Attorney General.

Discussion:

On August 1, 2018, at approximately 2107 hours, several 31 Division Primary Response Unit (P.R.U.) officers responded to an ‘*Assault Just Occurred*’ call at Alberto’s Sports Bar & Grill, located at 2560 Finch Ave. West, Unit 7. Arriving on scene, officers were informed that a lone male suspect, later identified as 2018.44, had just left the area on foot. 2018.44 had stated to patrons at the bar that he was armed with a knife and a gun. Furthermore, the officers were able to confirm that a serious assault against one of the patrons had taken place, as well as a robbery and the suspect was 2018.44.

31 Division officers began to search the immediate area for 2018.44 and quickly located him on Hasbrooke Drive, a residential street immediately behind the location of the sports bar. When Officers approached 2018.44, he immediately assumed an aggressive posture and challenged the officers to try and arrest him. Due to the aggressive and assaultive demeanour of 2018.44 and the suspicion that he may be armed with a knife, the responding officers called out for a Conducted Energy Weapon (C.E.W.) to be brought to the scene. One of the 31 Division officers was equipped with an issued Less Lethal Shotgun, but considered the obvious alcohol induced condition and rage of 2018.44, and decided not to deploy the device.

Two Public Safety Response Team (P.S.R.T.) officers responded to the area to assist with the arrest. Both officers were equipped with C.E.W.s.

The P.S.R.T. officers arrived on scene and attempted to persuade 2018.44 to surrender, but he refused to comply with the officers’ demands. One officer deployed his C.E.W. at 2018.44 and despite the probes making contact, it did not have any effect. The other P.S.R.T. officer deployed his C.E.W. at 2018.44, and was successful and 2018.44 was incapacitated. 2018.44 immediately fell to the ground and in doing so, he hit his head on a metal stair railing that was part of a small pedestrian set of steps leading to a parking lot. Officers immediately attended to him and found that he was unconscious. Toronto Paramedic Services (Paramedics) attended the scene and 2018.44 was transported directly to Sunnybrook Health Sciences Centre. While on route to the hospital 2018.44 regained consciousness and no other injury was readily apparent.

At the hospital, 2018.44 was examined by the attending physician and given a computerized tomography (C.T.) scan, which proved 'inconclusive' in terms of identifying an injury. 2018.44 was admitted to the hospital pending a second C.T. to be preformed the following day.

The S.I.U. was notified but did not invoke its mandate.

On August 2, 2018, at 1011 hours, the T.P.S. was notified that 2018.44 condition had begun to deteriorate and he was diagnosed as having a brain bleed, a fractured orbital bone and a fractured vertebrae.

The S.I.U. was again notified and invoked its mandate.

The S.I.U. published a media release on 2018.08.03. The media release is available at: https://www.siu.on.ca/en/news_template.php?nrid=4110

The S.I.U. designated one police officer as the subject officer; seven other officers were designated as witness officers.

In a letter to the T.P.S. dated August 30, 2019, Interim Director Joseph Martino of the S.I.U. advised that the investigation was completed, the file had been closed and no further action was contemplated.

The S.I.U. published a media release on 2019.09.03. The media release is available at: https://www.siu.on.ca/en/news_template.php?nrid=5111

A copy of Interim Director Martino's letter is appended to this report.

The link to the S.I.U. Director's public report of investigation is below.

https://www.siu.on.ca/en/directors_report_details.php?drid=411

Summary of the Toronto Police Service's Investigation:

Professional Standards Support (P.S.S.) conducted an investigation pursuant to Ontario Regulation 267/10, Section 11.

P.S.S. examined the injury in relation to the applicable legislation, service provided, procedures, and the conduct of the involved officers.

The P.S.S. investigation reviewed the following T.P.S. procedures:

- Procedure 01-01 (Arrest)
- Procedure 01-02 (Search of Persons)
- Procedure 01-03 (Persons in Custody)
- Procedure 10-06 (Medical Emergencies)
- Procedure 13-16 (Special Investigations Unit)
- Procedure 13-17 (Notes and Reports)
- Procedure 15-01 (Use of Force)
- Procedure 15-02 (Injury/Illness Reporting)
- Procedure 15-06 (Less Lethal Shotguns)
- Procedure 15-09 (Conducted Energy Weapons)
- Procedure 15-17 (In-Car Camera System)

The P.S.S. investigation also reviewed the following legislation:

- *Police Services Act* Section 113 (Special Investigations Unit)
- Ontario Regulation 267/10 (Conduct and Duties of Police Officers Respecting Investigations by the Special Investigations Unit)
- Ontario Regulation 926 Section 14.3 (Use of Force Qualifications)

The P.S.S. investigation determined that the T.P.S.'s policies and procedures associated with the custody injury were found to be lawful, in keeping with current legislation, and written in a manner which provided adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The conduct of the officers was in compliance with applicable provincial legislation regarding the Standards of Conduct and applicable T.P.S. procedures.

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office



Toronto Police Services Board Report

May 16, 2019

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Chief's Administrative Investigation into the Custody Injury to 2017.77

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board) receive the following report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background / Purpose:

Whenever the Special Investigations Unit (S.I.U.) is notified of an incident involving serious injury or death, provincial legislation directs that a chief of police shall conduct an administrative investigation.

Ontario Regulation 267/10, Section 11(1) states:

"The chief of police shall also cause an investigation to be conducted forthwith into any incident with respect to which the S.I.U. has been notified, subject to the S.I.U.'s lead role in investigating the incident."

Section 11(2) of the Regulation states:

"The purpose of the chief of police's investigation is to review the policies of or services provided by the police force and the conduct of its police officers."

Section 11(4) of the Regulation states:

“The chief of police of a municipal police force shall report his or her findings and any action taken or recommended to be taken to the board within 30 days after the S.I.U. director advises the chief of police that he or she has reported the results of the S.I.U.’s investigation to the Attorney General, and the board may make the chief of police’s report available to the public.”

Upon conclusion of its investigation, the S.I.U. provides the Toronto Police Service (T.P.S.) with a letter. The S.I.U. does not provide the T.P.S. with a copy of the report that was provided to the Attorney General.

Discussion:

On October 23, 2017, at 2326 hours, members of the Toronto Police Service (T.P.S.) Emergency Task Force (E.T.F.) and Toronto Drug Squad (T.D.S.) executed a Controlled Drug and Substances Act (C.D.S.A.) search warrant at an address Nash Drive in 31 Division.

Based upon the T.D.S. investigation of the identified target, 2017.77, it was believed that illegal firearms may have been present in the residence.

After arriving at the address, the E.T.F. breached the residence door and deployed a distraction device referred to as a ‘flash bang’. The device produces a temporarily deafening noise and a disorienting flash of light that provides entry officers with the opportunity to quickly access and engage persons within the address, while they are in a state of disorientation.

After the distraction device was deployed, seven E.T.F. officers entered the front hallway and proceeded to secure the upper floor of the bungalow and the basement where other persons were located.

Once the entire residence was secured, all persons found within the residence were arrested, handcuffed and removed for further investigation. One of the persons located was the target of the search, 2017.77. Once handcuffed and placed into a standing position, it was observed that he had a bleeding nose. He was removed from the residence and transported to Humber River-Wilson Site, where he was diagnosed and treated for a fractured nose. He was then taken to 31 Division and processed on several criminal charges.

On October 27, 2017, and after a review of 2017.77’s medical records, it was determined that he had suffered several fractures to his nasal bone.

The S.I.U. was notified and invoked its mandate.

The S.I.U. did not designate any member of the T.P.S. as a subject officer. The S.I.U. was unable to determine which officer or officers, if any, whose conduct appeared, in the Director's opinion, caused the injury. Thirty five officers were designated as witness officers.

In a letter to the T.P.S. dated December 12, 2018, Director Tony Loparco of the S.I.U. advised that the investigation was completed, the file had been closed and no further action was contemplated.

The S.I.U. published a media release on December 28, 2018. The media release is available at: https://www.siu.on.ca/en/news_template.php?nrid=4512

Summary of the Toronto Police Service's Investigation:

Professional Standards Support (P.S.S.) conducted an investigation pursuant to Ontario Regulation 267/10, Section 11.

P.S.S. examined the custody injury in relation to the applicable legislation, service provided, procedures, and the conduct of the involved officers.

The P.S.S. investigation reviewed the following T.P.S. procedures:

- Procedure 01-01 (Arrest)
- Procedure 01-02 (Search of Persons)
- Procedure 01-03 (Persons in Custody)
- Procedure 02-18 (Executing a Search Warrant)
- Procedure 10-05 (Incidents Requiring the Emergency Task Force)
- Procedure 10-06 (Medical Emergencies)
- Procedure 13-16 (Special Investigations Unit)
- Procedure 13-17 (Notes and Reports)
- Procedure 15-01 (Use of Force)
- Procedure 15-02 (Injury/Illness Reporting)
- Procedure 15-17 (In-Car Camera System)

The P.S.S. investigation also reviewed the following legislation:

- *Police Services Act* Section 113 (Special Investigations Unit)
- Ontario Regulation 267/10 (Conduct and Duties of Police Officers Respecting Investigations by the Special Investigations Unit)
- Ontario Regulation 926 Section 14.3 (Use of Force Qualifications)

The P.S.S. investigation determined that the T.P.S.'s policies and procedures associated with the custody injury were found to be lawful, in keeping with current legislation, and written in a manner which provided adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The conduct of the officers was in compliance with applicable provincial legislation regarding the Standards of Conduct and applicable T.P.S. procedures.

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file in Board office



Toronto Police Services Board Report

April 23, 2019

To: Chair and Members
Toronto Police Services Board

From: Mark Saunders
Chief of Police

Subject: Chief's Administrative Investigation into the Custody Injury to 2017.91

Recommendation(s):

It is recommended that the Toronto Police Services Board (Board) receive the following report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background / Purpose:

Whenever the Special Investigations Unit (S.I.U.) is notified of an incident involving serious injury or death, provincial legislation directs that a chief of police shall conduct an administrative investigation.

Ontario Regulation 267/10, Section 11(1) states:

"The chief of police shall also cause an investigation to be conducted forthwith into any incident with respect to which the S.I.U. has been notified, subject to the S.I.U.'s lead role in investigating the incident."

Section 11(2) of the Regulation states:

"The purpose of the chief of police's investigation is to review the policies of or services provided by the police force and the conduct of its police officers."

Section 11(4) of the Regulation states:

“The chief of police of a municipal police force shall report his or her findings and any action taken or recommended to be taken to the board within 30 days after the S.I.U. director advises the chief of police that he or she has reported the results of the S.I.U.’s investigation to the Attorney General, and the board may make the chief of police’s report available to the public.”

Upon conclusion of its investigation, the S.I.U. provides the Toronto Police Service (T.P.S.) with a letter. The S.I.U. does not provide the T.P.S. with a copy of the report that was provided to the Attorney General.

Discussion:

On December 13, 2017, at 1818 hours, Toronto Police Service received a call to attend 3132 Eglinton Ave E, regarding a male who had locked himself inside a washroom within a Walmart store. This male was refusing to leave the premise.

At 1828 hours, officers from 43 Division responded to this address. These officers were working in uniform and operating a marked police vehicle.

The officers spoke with the store manager who advised that an unknown male, who was later identified as 2017.91, had entered the washroom and had been inside for just over one hour. 2017.91 had a history of this behaviour at this specific Walmart store and was aggressive in the past. When store staff directed him to leave the premise, he refused to open the door to the washroom and leave.

The officers attended the washroom and noted that the door was locked from the inside. The officers knocked on the door and made verbal contact with 2017.91. The officers directed 2017.91 to open the door and he refused. The store manager supplied the officers with a key and the officers were able to open the door, however, 2017.91 aggressively pushed the door shut on the officers. The officers were able to force the door open and observed 2017.91 standing in a bladed and aggressive stance. 2017.91 told the officers that he had a knife and the officers observed a black handled knife in 2017.91’s right hand. The officers immediately left the washroom and closed the door to contain 2017.91 and to prevent any injuries. The officers directed the store manager to clear the area of customers. The officers held the door shut for everyone’s safety and began to communicate with 2017.91 through the closed door in an effort to de-escalate the situation. The officers requested the assistance of their supervisor, and the Emergency Task Force (E.T.F.).

The officers continued to attempt to de-escalate by communicating with 2017.91.

The E.T.F. Team #3 lead by a Sergeant arrived on scene. Members of the E.T.F. commenced attempts at de-escalation and negotiation with 2017.91 by building a

rapport. 2017.91 was not communicating well with the E.T.F., therefore, de-escalation was not successful. The E.T.F. recorded their interactions with 2017.91.

2017.91 continued to refuse to put down the knife and leave the washroom and was told by the E.T.F. that they would enter the washroom to bring him out. The E.T.F. used the key provided by the store manager to enter the washroom and used a protective shield to pin 2017.91 and secure him with handcuffs.

The knife was located within the washroom.

2017.91 was transported to 43 Division, where he was paraded before a Staff Sergeant. The Staff Sergeant directed that 2017.91 be taken to hospital due to his observations of unusual behaviour consistent with drug use.

The officers transported 2017.91 to Scarborough Centenary Hospital. A doctor diagnosed him as suffering from one broken rib on his left side and a swollen left eye.

2017.91 was returned to 43 Division and was held pending a show cause hearing.

On December 14, 2017, the S.I.U. was notified and invoked its mandate.

The S.I.U. designated three constables as subject officers; twelve other officers were designated as witness officers.

In a letter to the T.P.S. dated January 18, 2019, Director Tony Loparco of the S.I.U. advised that the investigation was completed, the file had been closed and no further action was contemplated.

The S.I.U. published a media release on February 8, 2019. The media release is available at: https://www.siu.on.ca/en/news_template.php?nrid=4685

Summary of the Toronto Police Service's Investigation:

Professional Standards Support (P.S.S.) conducted an investigation pursuant to Ontario Regulation 267/10, Section 11.

P.S.S. examined the use of force in relation to the applicable legislation, service provided, procedures, and the conduct of the involved officers.

The P.S.S. investigation reviewed the following T.P.S. procedures:

- Procedure 01-01 (Arrest)
- Procedure 01-03 (Persons in Custody)
- Procedure 03-06 (Guarding Persons in Hospital)

- Procedure 10-06 (Medical Emergencies)
- Procedure 13-16 (Special Investigations Unit)
- Procedure 13-17 (Notes and Reports)
- Procedure 15-01 (Use of Force)
- Procedure 15-02 (Injury/Illness Reporting)
- Procedure 15-17 (In-Car Camera System)

The P.S.S. investigation also reviewed the following legislation:

- *Police Services Act* Section 113 (Special Investigations Unit)
- Ontario Regulation 267/10 (Conduct and Duties of Police Officers Respecting Investigations by the Special Investigations Unit)
- Ontario Regulation 926 Section 14.3 (Use of Force Qualifications)

The P.S.S. investigation determined that the T.P.S.'s policies and procedures associated with the custody injury were found to be lawful, in keeping with current legislation, and written in a manner which provided adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The conduct of the officers was in compliance with applicable provincial legislation regarding the Standards of Conduct and applicable T.P.S. procedures.

Deputy Chief Barbara McLean, Human Resources Command, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Mark Saunders, O.O.M.
Chief of Police

*original copy with signature on file at Board Office