



The following *draft* Minutes of the meeting of the Toronto Police Services Board held on January 22, 2008 are subject to adoption at its next regularly scheduled meeting.

The Minutes of the meeting held on December 19, 2007, previously circulated in draft form, were approved by the Toronto Police Service Board at its meeting held on January 22, 2008.

MINUTES OF THE PUBLIC MEETING of the Toronto Police Services Board held on **JANUARY 22, 2008** at 1:30 PM in the Auditorium, 40 College Street, Toronto, Ontario.

PRESENT:

Dr. Alok Mukherjee, Chair
Ms. Pam McConnell, Councillor & Vice-Chair
Ms. Judi Cohen, Member
Mr. Hamlin Grange, Member
The Honourable Hugh Locke, Q.C., Member

ABSENT:

Mr. Frank Di Giorgio, Councillor & Member
Mr. David Miller, Mayor & Member

ALSO PRESENT:

Mr. William Blair, Chief of Police
Mr. Albert Cohen, City of Toronto - Legal Services Division
Ms. Deirdre Williams, Board Administrator

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

#P1. ELECTION OF THE CHAIR AND VICE CHAIR

Election of the Chair, Toronto Police Services Board

In accordance with section 28 of the *Police Services Act*, which provides that the Board is required to elect a Chair at its first meeting in each year, the Board Administrator requested nominations for the position of Chair of the Toronto Police Services Board.

The Honourable Hugh Locke, Q.C., nominated Dr. Alok Mukherjee which was seconded by Ms. Judi Cohen. Dr. Mukherjee indicated that he accepted the nomination. There were no further nominations and nominations were closed.

The Board voted and, based upon one nomination for the office of Chair, Toronto Police Services Board, Dr. Alok Mukherjee was declared elected Chair of the Board for the year 2008 and until his successor is appointed.

Election of the Vice-Chair, Toronto Police Services Board

In accordance with section 5(4) of the Toronto Police Services Board Procedural By-Law No. 107 which provides that the Board shall elect a Vice-Chair at its first meeting in each year, Dr. Mukherjee requested nominations for the position of Vice-Chair of the Board.

Ms. Judi Cohen nominated Councillor Pam McConnell which was seconded by The Honourable Hugh Locke, Q.C. Councillor McConnell indicated that she accepted the nomination. There were no further nominations and nominations were closed.

The Board voted and, based upon one nomination for the office of Vice-Chair, Toronto Police Services Board, Councillor Pam McConnell was declared elected Vice-Chair of the Board for the year 2008 and until her successor is appointed.

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TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

#P2. INTRODUCTIONS

The following members of the Service were introduced to the Board and congratulated on their recent appointments and/or promotions:

Ms. Aileen Ashman, Director, Human Resources Management
Ms. Brenda Radix, Manager, Property and Evidence Management
Ms. Susan Walker-Knapper, Coordinator, Court Services
Staff Inspector Gregory Getty
Inspector David Saunders

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TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

**#P3. PUBLIC BOARD MEETINGS – START TIME, EFFICIENCY AND
ACCESSIBILITY**

The Board was in receipt of the following report December 10, 2007 from Alok Mukherjee, Chair:

Subject: PUBLIC BOARD MEETINGS - START TIME, EFFICIENCY AND
ACCESSIBILITY

Recommendation:

It is recommended that the Board receive this report for information.

Financial Implications:

There are no financial implications arising out this report.

Background/Purpose:

As Board members are aware, on the days that regular Board meetings are held, the confidential, or *in camera*, portion of the meeting begins at 9:30 AM and the public portion of the meeting begins at 1:30 PM. The start times of each of these meetings have changed over the years, as the length of agendas have changed.

In recent months, public Board meetings have rarely commenced at 1:30 PM. This is due, in large part, to the complexity of many of the reports on the confidential agenda, the lengthy and critical discussion of major issues as well as the number of urgent “walk-on” agenda items.

As a result, members of the public and the media have raised concerns about the late start times and I believe that we should be responding to such concerns.

Discussion:

The holding of public meetings is a matter central to the Board’s mandate. Indeed, the *Police Services Act*, in ss. 35(4), creates a very narrow exemption for those matters that can be held *in camera*. The presumption is in favour of discussing issues in a public forum.

The Board welcomes public observation and input at its meetings. Members of the public may make deputations on issues on the Board’s agenda. In addition, Board meetings are alternately held at Police Headquarters at City Hall because the Board believes this encourages greater public attendance and participation.

Members of the public who attend public Board meetings must rearrange personal and professional commitments in order to attend. On Board meeting days, members of the media structure their days around their ability to attend the Board meetings and often, must meet deadlines as early as 4:00 PM. Lastly, a number of members of the Service are required to attend Board meetings; if meetings do not begin on time, there is a concern that our human resources are not being used in the most efficient manner possible.

As the civilian body representing the public, the Board has a responsibility to ensure that its meetings are open, transparent and accessible to the community. While emergencies may make it impossible to either commence the public meetings on time or to inform the public of a late start time, such situations should be a rarity.

It should also be noted that section 10 of the Board's Procedural By-law (By-law No. 107) speaks to the notion of delay, stating that if after 30 minutes after the "time fixed for a meeting," a quorum of the Board is not present, "...the Board Secretary shall, at the request of a majority of the Members present, record the names of the Members present and the meeting shall stand adjourned until the next regular meeting." While this does not necessarily address the issues I have outlined above, it does speak to the fact that our By-law recognizes the importance of timeliness in running Board meetings.

It is my view that that there is more the Board can do in order to make our public meetings better meet the needs of the public. I would suggest that at every confidential meeting, at approximately 12:00 PM, the Chair, in consultation with the Board Administrator, assess the items remaining on the confidential agenda. At this time, if it appears that the Board will not realistically be able to conclude the confidential agenda in sufficient time to commence the public meeting by 1:30 PM, a decision should be made to reconvene the confidential meeting at another time to discuss the items remaining.

However, if it appears that the confidential meeting can be concluded within a reasonable time period after the 1:30 PM public meeting start time (i.e. no later than 1:45 PM) a notice advising of this delay could be posted in the room where the public meeting is to take place so that individuals who are planning on attending the public meeting are aware of this slight change.

There will, undoubtedly, be rare occasions where it is impossible to gauge a delay or to start the public meeting on time, but to the extent possible that the Board can maintain its regular schedule, or, if necessary, inform the public of a delay, it should do so.

Conclusion:

I recommend that the Board receive this report for information.

The Board received the foregoing report.

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#P4. POLICE TOWING CONTRACTS - 2008–2011: QUOTATION REQUEST

The Board was in receipt of the following report December 14, 2007 from William Blair, Chief of Police:

Subject: POLICE TOWING CONTRACTS – QUOTATION REQUEST

Recommendation:

It is recommended that the Board approve the issuance of the towing and pound services quotation request for the contract period of 2008 to 2011 pursuant to the same terms and conditions as those contained in the 2004 towing and pound services quotation request, subject to the following changes:

- (1) No bid shall exceed a total price of \$188.00, being the combination of the towing fee and the fees for one day of storage, excluding any applicable taxes; and
- (2) The cost recovery fee contained in the 2004 towing contracts be increased from \$619,383.00 to \$698,901.00 annually.

Financial Implications:

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

Any increase to the cost recovery fee would increase revenue and help offset the costs of administering the towing and pounds service contracts.

Background:

The Toronto Police Service (TPS) requires prompt and efficient towing and pound services on a 24 hour a day, 7 day a week basis. The need for this service arises from police contact with vehicles such as those recovered after being stolen, impounded for by-law infractions, or those impounded following the arrest of a driver. During the period from 2004 to 2007, the Service impounded a total of 212,465 vehicles for an average of 53,116 vehicles annually.

Over the years, the TPS has developed a standard to ensure that contracted towing and pound service providers deliver acceptable levels of service to both the community and the TPS. This standard has been refined over time to balance the interests of the Service, the costs to members of the public, and the concerns of towing operators to ensure economically viable terms and conditions are contained within the towing and pound service contracts.

The current towing and pound service contracts commenced on June 1, 2004, for a three year term. The contracts contained a condition that allowed them to be extended for a period of one full year at the sole discretion of the Board. This option was exercised by the Board, and the resulting extension to the contract expires on May 31, 2008. Prior to this date, a request for a quotation process must be initiated to solicit towing and pound services from qualified tow operators to ensure the ongoing continuity of service.

In keeping with established practice, it is proposed that the term of the next contract awarded by the Board cover the period from June 1, 2008, to May 31, 2011, with a provision for a further one year extension to May 31, 2012 at the sole option of the Board.

The Traffic Services Unit in consultation with the City of Toronto Legal and Audit departments will prepare the purchasing documentation for the Board's towing and pound services contract in accordance with the Board's direction in response to this report. Once the documentation is complete, the Unit Commander of Traffic Services will oversee the tendering and bidding processes through Purchasing Support Services. This process will conclude with a report to the Board containing recommendations for the awarding of contracts in each of the six towing districts. It is anticipated that this report will be submitted to the Board at the April 2008 meeting.

Discussion:

The proposed 2008 quotation request is attached to this report (Appendix "A"). The document contains the following two changes to the 2004 quotation request:

1. No bid shall exceed a total price of \$188.00 being the combination of the towing fee and the fees for one day of storage, excluding any applicable taxes.

The 2004 quotation request provided that bids which exceeded a total price of \$150.00 for the cost of towing a vehicle and one day's storage, excluding applicable taxes, would not be considered. This rate cap was established to prevent excessively high bids being tendered in the event that one tow operator was the sole bidder in a single district. The resulting contracts did not contain any provision for an increase in rates for the term of the contract.

Based on information provided by insurance brokers familiar with the towing industry, the average cost to insure a tow vehicle and related equipment has increased approximately 50% since 2004. In addition, insurance companies have tightened restrictions for tow companies forcing several companies to insure through facility policy providers. Facility rates have seen a further increase of approximately 30% in 2007.

The replacement cost of a tow truck suitable to fulfil the terms of the contract ranges from approximately \$60,000 to \$90,000. Similarly, the replacement cost for larger tow vehicles ranges from approximately \$275,000 to \$500,000 for medium and heavy duty trucks.

In Toronto, the price of road diesel (the grade of fuel used by tow trucks) has increased 26% during the period from 2004 to 2006.

Overall, the towing and impound volumes across the city have decreased significantly. From 2004 to 2006, impounds decreased 18% from 61,633 vehicles to 50,438 vehicles annually. As a result, the cost recovery fee for each vehicle has increased proportionately.

In May 2006, Toronto City Council considered a report from Municipal Licensing and Standards entitled "Review of Tow Rates". This report established rates for towing motor vehicles from collision scenes. (By-Law 392-2006 refers.) As of July 2006, the rate for towing a motor vehicle from a collision scene on all city streets is \$166.00. The rate for towing a motor vehicle from a collision scene on the Queen Elizabeth Way, the Frederick G. Gardiner Expressway, the Don Valley Parkway, or any 400 series highway in Toronto is \$188.00. This rate is currently under review for a possible further increase.

The following are comparable towing and storage fees* found in other jurisdictions across the GTA and the province:

Peel Region	\$90.00 (plus \$1.75 per/km mileage charge)
Durham Region	\$205.00
York Region	\$165.00
Ottawa	\$110.00
Kingston	\$155.00

*These figures do not include additional charges that might be incurred as part of a cost recovery or administrative fee.

2. Increase the cost recovery fee contained in the 2004 towing contracts from \$619,383.00 to \$698,901.00 annually.

As a condition of their current contracts, towing operators are required to pay cost recovery fees to the Toronto Police Service. These fees are used to recoup the costs of providing police administration services to the contract pounds. These cost recovery figures are determined by adding the wages as of May 31, 2004, of four constables, one sergeant and one cost recovery clerk. This figure is then multiplied by 55% to allow for fringe benefits, administrative costs and operational overhead, which is then added to the total. This amount is then divided by the number of vehicles towed by each tow operator and released from its pound. These cost recovery fees are collected from each of the contracted towing operators on a quarterly basis. It is further suggested that the salary figures and cost recovery formula be updated to reflect the cumulative salary settlements of 14% and increased administrative costs incurred by the Service over the past four years.

Conclusion:

The towing and pound services quotation process is structured to ensure a competitive bidding process. This process allows reasonable market pricing for contract towing services to be provided to the public while at the same time ensuring the operational needs of the Service are satisfied. Pending any other issues arising, the Service will initiate a request for quotation

process in January 2008. A subsequent report regarding recommended towing and pound service providers will be made available to the Board for its April 2008 meeting.

Deputy Chief A.J. (Tony) Warr, Specialized Operations Command, will be in attendance to answer any questions the Board may have concerning this report.

The Board was also in receipt of the following report January 17, 2008 from William Blair, Chief of Police:

Subject: SUPPLEMENTARY REPORT: AMENDMENTS TO THE POLICE TOWING CONTRACTS – 2008 QUOTATION REQUEST

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

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

Background/Purpose:

The purpose of this report is to provide the Board with supplementary information to a report dated December 14, 2007, entitled: Police Towing Contracts, which has already been placed on the Board's Public Agenda. Subsequently, the Toronto Police Service (TPS) has received information that the 2008 Quotation Request required two amendments.

Discussion:

As a result of information received from the City of Toronto regarding the future of the city owned storage pound situated at 10 York Street, amendments to 2008 Quotation Request were required. Additional information has been added to clause 1(e) on page 5 as well as item 8 on page 42. Both of these amendments deal with the potential loss of 10 York Street as a storage facility during the period of the towing contract and apply specifically to firms seeking the contract for District 6. The pages in question are appended to this report and the amendments to the document have been underlined for clarity.

Conclusion:

The towing and pound services quotation process is structured to ensure a competitive bidding process. This process allows reasonable market pricing for contract towing services to be provided to the public, while at the same time ensuring the operational needs of the Service are satisfied. To allow the quotation process to move forward without providing the towing firms

with the most up to date and accurate information available would be contrary to the principles this process is based upon.

Deputy Chief A.J. (Tony) Warr, Specialized Operations Command, will be in attendance to answer any questions the Board may have concerning this report.

Superintendent Steve Grant and Sergeant Paul Bainard, Traffic Services, were in attendance and responded to questions by the Board.

The Board approved the foregoing reports. Copies of pages 5 and 42 as amended above are attached to the end of this Minute for information.

The Board also approved the following Motion:

THAT the Chief of Police provide the Board with a report identifying the dates of information meetings for interested bidders and the timelines for the quotation request process, the evaluation period and the date that the Service anticipates submitting the final report to the Board for approval.

APPENDIX A

2008

TOWING AND POUND SERVICES QUOTATION

BONDING

Every quotation must be accompanied by the following security documentation:

BID BOND:

A bid bond in the form provided executed by the bidder and a guarantee surety company authorized by law to carry on business in the Province of Ontario, having an office in the City of Toronto and in all other respects acceptable to the Unit Commander of Traffic Services, in the amount of \$10,000.00 (\$50,000.00 if proposing to add to vehicle fleet or to increase size of pound area), valid for a period of not less than ninety (90) days from the date of the closing of this bid, or a certified cheque or a letter of credit (as discussed below) in favour of the Toronto Police Services Board in lieu thereof. If a quotation is accepted and the bidder fails when required to execute a contract for the work, or fails to meet the criteria as outlined in this Quotation Request upon the intended commencement date of the contract, the bid security will be exercised and forfeited.

(ii) LETTER OF CREDIT:

As a substitute for the bid bond, or certified cheque, a letter of credit is acceptable providing it is in a form satisfactory to the Unit Commander of Traffic Services. The following conditions must be incorporated in any letter of credit:

1. It must be issued by a Canadian chartered bank listed in Schedule A or B to the Bank Act (Canada);
2. It must be in a sufficient dollar amount (i.e. equivalent to the value of the bond for which it is substituting);
3. It must be irrevocable;
4. It must be unconditional;
5. It must be automatically renewable, unless the Unit Commander of Traffic Services is advised by written notice thirty (30) days proceeding the expiry date or dates, that the letter of credit will not be renewed; and
6. The Toronto Police Services Board must be able to draw on it at will.

NOTE:

An undertaking from a bank to issue a letter of credit is not acceptable.

Any bid received that does not satisfy the requirements of the bid bond will be declared informal and will not be considered.

BID BOND

Bond No. _____

Amount _____

KNOW ALL PERSONS BY THESE PRESENTS, that

as Principal, (hereinafter called the Principal), and

as Surety, hereinafter called the Surety, are held and firmly bound unto the Toronto Police Services Board as Obligee, in the amount of _____ of lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal submitted a written Quotation (hereinafter called "the Quotation") to the Obligee dated the _____ day of _____, 2008, for provision to the Obligee of a towing and pound service in the City of Toronto (hereinafter called "the Undertaking"),

NOW THEREFORE THE CONDITION OF THIS OBLIGATION is such that if, on acceptance of the Quotation in accordance with its terms and conditions, within 90 days from the closing date for submission of Quotations for the Undertaking, the Principal shall, within the time required, enter into a formal contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee:

the sum of _____ as liquidated damages for the cost of time, effort and expenses thrown away by the Obligee in consideration and analysis of the Quotation and in any negotiations with the Principal in connection therewith, it being acknowledged and agreed by the parties to this bond that such sum is not a penalty but rather a means of overcoming, through binding predetermination, the difficulties of precise ascertainment of the damage that will have been suffered by the Obligee as a result of such throwing away.

The Surety shall not be liable for a greater sum than the specified penalty of this bond. Any suit under this bond must be instituted before the expiration of twelve (12) months from the date of this bond.

TOWING QUOTATION SUMMARY SHEET

District Bid:

Corporate Name of Bidder:

Corporate Address Street and No.

Unit No.

City/Borough/Province

Postal Code

Contact Person:

Contact Telephone Number:

Pound Address:

Size in Acres:

Number of Standard Tow Trucks

(All standard tow trucks in fleet)

All heavy tow trucks in fleet

Bid Price:

(Copy from Schedule "B")

TOWING AND POUND SERVICES QUOTATION

TERMS AND CONDITIONS

Quotations are invited from qualified bidders for the operation of vehicle towing and pound services for use by the Toronto Police Service in Towing Districts No. 1, 2, 3, 4, 5, and 6, all within the boundaries of the City of Toronto.

1. GENERAL INFORMATION:

- a) For the purposes of this quotation request, any reference to the "Municipality" includes the Toronto Police Services Board.
- b) All references to the Board are references to the Toronto Police Services Board.
- c) The period of the contracts will be from a commencement date fixed by the Board. The anticipated commencement date of the contracts is May 31, 2008 to May 31, 2011, with provision for an extension of a maximum of one year at the sole option of the Board.
- d) The Board may accept any quotation in whole or in part, whether the price or prices are the lowest or and may reject any or all quotations, as it considers appropriate.

Without limiting the generality of the foregoing paragraph, the Board may award a contract for all or some of the Towing Districts and the award of a contract for a Towing District or Districts does not oblige the Board to award a contract for any other District.

In the event there are no formal compliant quotations for one or more of the Towing Districts, the Board will issue a further quotation request for such District or Districts, either separately or collectively in the Board's discretion. Any such further quotation request will be on such terms and conditions as the Board, in its sole discretion, considers necessary and/or appropriate and which may differ from the terms and conditions contained in this Quotation Request. In addition, the Board, in its sole discretion, may choose to restrict the receipt of quotations on such further quotation request, as it considers appropriate.

If the Board issues such further quotation request for any Towing District or Districts, the Board may make arrangements for towing services for the relevant District or Districts in any manner it considers necessary and/or appropriate pending the award and the entering into of any contract under such quotation request. Such arrangements may include, but are not limited to, allowing a towing operator or operators to temporarily provide towing and storage services for the District or Districts without the issuance of any quotation request or tender.

- e) The contract for District 6 requires the successful bidder to enter into a contract to operate out of a property at 10 York Street, owned by the City Of Toronto, to facilitate the rush-hour towing program, otherwise known as the Downtown Tow Away Programme. The operation of the pound at 10 York Street will be pursuant to the form of contract attached to this Quotation Request as Schedule "J".

In the event bidders in a Towing District bid the same fee, and those bidders are otherwise compliant with the requirements of this Quotation Request, the tie shall be broken and the successful bidder selected by lot conducted by the City of Toronto, Finance Department, Purchasing and Materials Management. For the purpose of this Quotation Request, selecting by lot means placing the names of the tied bidders on equal size pieces of paper in a box and one name being drawn by the City of Toronto, Finance Department, Purchasing and Materials Management.

2. GENERAL CONDITIONS AND REQUIREMENTS:

- a) The draft agreement attached as Schedule "I" to this Quotation Request contains various conditions governing the towing and storage services which are to be rendered, and it is a condition of this quotation that the successful bidder shall execute an agreement containing substantively similar conditions.
- b) The bidder must own a towing operation with an office, trucks, and other necessary equipment that can be inspected.
- c) All vehicles, equipment or facilities that are owned or leased and are to be utilized in providing service under the contract must be in the name of the bidder and remain so throughout the term of the contract or any extension thereof. Only the names of the individual, partnership or corporation making the bid should be reflected in the relevant documentation. All partnership names must be registered under applicable provincial legislation and proof of such registration, satisfactory to the Board in its sole discretion, must be submitted with the Quotation.

Any leasing arrangement for vehicles or facilities is acceptable provided that the bidder meets the requirements of the Quotation Request. For example, a sub-lease of vehicles by the bidder from another person is acceptable provided the sub-lease is exclusively in the name of the bidder.

The bidder must supply copies of vehicle lease agreements and lien searches on all tow trucks used to service the contract.

- d) Bidders must have, and must continue to maintain throughout the term of the contract, a record in good standing with the Toronto Licensing Commission.
- e) Sub-letting work to be performed under the contract is only permitted in limited circumstances and on the conditions set out in the contract attached as Schedule "I" to the quotation.
- f) Bidders must produce a worker's compensation clearance certificate showing an endorsement for towing services.
- g) Bidders must promptly pay, throughout the term of the contract, all applicable federal, provincial and municipal taxes arising from the operation of their towing or pound services.
- h) Bidders must comply with all quotation requirements, conditions, schedules, the attached copy of the worker's rights' policy and all other policies attached to this Quotation Request.
- i) The contracts executed between the Board and the successful bidders will be expressly subject to all laws, statutes and regulations, including municipal by-laws. The operators will expressly acknowledge that Chapter 545 of the Municipal Code of the City of Toronto respecting licensing requirements as they relate to owners and drivers of tow trucks, may be amended from time to time. The operators will further acknowledge that the said Code may be amended so as to set rates for the provision of towing services in the City of Toronto, in which case operators will abide by such rates, if legally required, notwithstanding the rates quoted by the operators pursuant to this quotation.
- j) A bid bond in the amount of \$10,000.00, or \$50,000.00 in the case of a bidder proposing to add to the vehicle fleet or to expand the area of a pound, must be posted and included with the response to this Quotation Request. A single bid bond per bidder is sufficient regardless of the number of contracts being bid upon. The bid bond will be payable and forfeited to the Board in the event that a bid is accepted and the bidder fails to enter into a

contract, fails to meet all of the conditions of this Quotation Request on the date the contract is to commence or fails to have the proposed standard tow trucks or pound space available on the date the contract is to commence.

- k) All facilities, equipment and pounds as required by this Quotation Request will be subject to inspection after the closing date for bids and, in the case of successful bidders, in the week prior to the intended commencement of the contract.
- l) Members of the Toronto Police Service will conduct random audits and site inspections on all issues of contract compliance throughout the term of a contract. Upon request, operators must make immediately available all records, forms, documents, vehicles or equipment as directed.
- m) Sanitary and suitable office facilities and equipment must be made available in the office building or trailer at the pound for the use of Toronto Police Service personnel, in accordance with Schedule "E".
- n) Pound operators must be registered with the Ministry of Consumer and Commercial Relations pursuant to the Motor Vehicle Dealer's Act and provide proof thereof.
- o) Operators must use invoice forms for police contract tows containing the information as set out in the attached draft agreement and in Schedule "F".
- p) Operators are prohibited from direct or indirect affiliation with an auto body repair shop, a company engaged in providing municipal law enforcement services to private property owners in the City of Toronto or operators of collision reporting centres. The attached statutory declarations require the operator to attest to the absence of such affiliation.
- q) The attached summary sheet, statutory declarations, letters of disclosure and all Schedules must be completed by the operator and submitted with the response to the Quotation Request.
- r) The operator must have the minimum number of standard and heavy tow trucks specified in Schedule "C" and each tow truck used by the operator must be equipped to perform damage free towing as specified.
- s) The operator must agree to provide, in each tow truck and at the pound, facilities to permit members of the public to pay for services rendered in Canadian and American currency (at the then current rate of exchange), and by Master Card, Visa or American Express credit cards.
- t) The operator must agree to staff and use computer systems provided by the Toronto Police Service. The police will train pound staff in the use of the system at no cost to the operator. All persons having access to and being trained in the operation of the system must be approved by the police. Any person not approved will be denied access to the system and will not be permitted to service police impounds.
- u) Operators will be required to notify the Unit Commander in writing of any changes to their corporate personnel from those listed in Schedule "D" of their original quotation. Such proposed changes shall include a signed authorization in the form found in Schedule "D". Changes must have the prior approval of the Unit Commander of Traffic Services.
- v) The Toronto Police Service must maintain a professional image in the eyes of the public. Operators must assist in upholding this standard by keeping their trucks, pounds and personnel clean and tidy at all times. Operators will be bound by complaint investigation procedures developed by Traffic Services from time to time and will cooperate in every way in the resolution of complaints.
- w) In addition to information to be completed on the Schedules included in this quotation, the following must also be submitted with the Quotation:
 - (i) Copy of the bidder's City of Toronto, Municipal Licensing and Standards Division, Public Garage Licence with storage endorsement for over 10 cars.

- (ii) A current and certified survey plan of the pound property done by a qualified Ontario Land Surveyor, indicating the dimensions of the pound and all structures, including fences, currently or proposed on the property. The area of the pound for the storage of police impounds towed under this contract must be highlighted and the square footage that is available must be identified.
- (iii) Copy of executed certificates of insurance in the forms set out in Schedule "G" and in compliance with the attached draft agreement.
- (iv) A letter from a Canadian financial institution showing a line of credit of not less than \$100,000.00 for the bidder.
- (v) Copies of all forms used by the bidder to record the towing and storage of vehicles and the amounts charged.
- (vi) Copies of all schedules of rates for towing and storage filed with the Toronto Licensing Commission, showing the dates these rates were filed.

3. POUND REQUIREMENTS:

Bidders must own or lease, or have an option to own or lease, an existing pound operation. Bidders must produce proof that, as of May 31, 2008 they will have an unrestricted right to occupy and lawfully operate the specified pound at the designated location for the full period of the contract. Such proof may take the form of an executed agreement of purchase and sale, a lease or option to lease, the only condition of which may be awarding of the contract. These agreements must be irrevocable under all other conditions.

4. ADDITIONAL CONDITIONS - DISTRICT 6:

- a) The successful bidder on the District 6 contract must agree to compensate the City of Toronto for the realty taxes assessed in relation to the premises at No. 10 York Street for the period covered by the contract.
- b) The successful bidder on this contract must also agree to pay for all hydro costs of the premises and for all maintenance and repairs at the premises, except for repairs to the pavement. The operator will be required to undertake such repairs as are directed by the Unit Commander of Traffic Services.
- c) In the case of operators bidding on the contract for District 6, their pound must be located within either District 5 or District 6.

5. PROPOSED ADDITIONAL STANDARD TOW TRUCKS OR POUND SPACE:

The Board will accept responses from bidders proposing to increase existing towing equipment to a maximum of one third of the required towing equipment as specified by the contract. Bidders may also propose to expand the area of an existing pound by one-third of the required pound space. In either case bidders must submit proof that they will have the required equipment and pound space on the day of commencement of the contract.

The following conditions must be met where applicable:

- a) The bidder must provide proof that the existing pound space can and will be expanded to meet the conditions as outlined in this Quotation Request.
- b) Proof that a fence, not less than 6' (six feet) in height, adequate lighting, a fence alarm or video surveillance system, will be installed around the additional pound space.
- c) Proof that the expanded pound space will be permitted by the applicable zoning bylaw and that a Public Garage Licence (car storage over 10) will be issued.

- d) Proof that the bidder will have the specified number of standard tow trucks on the date of commencement of the contract. Such proof may be in the form of an executed agreement to purchase or lease to a maximum of one-third of the number of standard tow trucks specified in Schedule "C" for the area bid. It should be noted that trucks must be fully licensed, insured and operational on the date of commencement of the contract. All agreements must be irrevocable in all matters except the awarding of this contract.
- e) The bidder must submit a bid bond in the amount of \$50,000.00

All proof must be satisfactory to the Board, in its sole discretion.

6. FEES AND CHARGES:

- (a) The Board will only consider quotations where the total fee identified in Schedule "B", being the combination of the towing fee and storage fee, is less than \$188.00, excluding any applicable taxes. While the Board will not consider quotations where the total fee exceeds that amount, bidders are not precluded in any way from submitting bids where the total fee is lower than that amount.
- (b) As part of the consideration for entering into the agreement with the Board respecting towing, the successful bidder in each Towing District will be required quarterly to remit to the Board an amount representing its District's share of the costs incurred by the Toronto Police Service in administering the agreements based on an analysis of relevant costs and expenses for the 2008 budget year, plus any applicable taxes. The costs on which the calculation will be based will remain constant for the duration of the term of the agreements or any extensions thereof.

The share of costs for each Towing District will be calculated quarterly based on the number of vehicles towed in each District and released to a person claiming such vehicles and for vehicles released on scene. Vehicles that are not released will not be included in the calculation of an operator's share of the recoverable administrative costs.

The Board will provide a quarterly invoice to each operator for its share of the costs based on a review of the figures for released vehicles released in the previous quarter. Operators will be required to remit the amount identified in the invoice within 30 days of the date of the invoice.

7. ONE BIDDER RULE AND STATUTORY DECLARATIONS:

- a) Responses to this Quotation Request may be submitted by individuals, partnerships or corporations carrying on business as a towing operator. Each such towing operator may submit a response in respect to any or all of the towing districts; however, the Board will not award contracts for more than one district to the same towing operator.

If a towing operator has submitted a response in respect to more than one towing district, and is the lowest compliant bidder in more than one towing district, then the Board, in its sole discretion, will award the towing operator the contract for the towing district which results in the lowest individual tow and storage costs to members of the public.

- b) Bidders will be required to submit statutory declarations in the forms set out in Schedule "H" of this Quotation Request. Successful bidders will be required to submit supplementary statutory declarations as circumstances may require. The Board reserves the right to terminate the contract or contracts awarded pursuant to this Quotation Request where upon application of the principles set out below two or more towing operators under contract to the Board for towing and pound services are determined to be one "bidder".

- c) At the direction of the Unit Commander of Traffic Services, enquiries may be undertaken to confirm statements made in the statutory declarations.
- d) All statutory declarations submitted in respect of a response to this Quotation Request may, at the discretion of the Unit Commander of Traffic Services, be made available to members of the public and, therefore, should not contain proprietary commercial information or trade secrets nor the personal information of any third parties.
- e) For the purposes of the following principles and the related statutory declaration, the following definitions apply:

“control” includes, but is not limited to:

- a) being a Senior Officer of a corporation or a member of a partnership that directly or indirectly controls or has a direct or indirect pecuniary interest in a Towing Operator; and
- b) the interest a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than 10% of the voting rights attached to all equity shares in the corporation for the time being outstanding;

“pecuniary interest” does not include a direct or indirect pecuniary interest an individual may have merely by virtue of being related to another individual nor does it include any arm’s length transaction for the provision of towing services to another Towing Operator or for the sale or purchase of tow trucks to or from another Towing Operator;

“person” includes a corporation;

“Principal” means an individual carrying on business as a Towing Operator or a member of a partnership carrying on business as a Towing Operator;

“related” means a relationship between two people where one is the sibling, spouse of a sibling, parent, grandparent, child, spouse of a child, spouse, parent of a spouse, grandparent of a spouse, sibling of a spouse, spouse of a sibling of a spouse or grandchild of the other;

“Senior Officer” means any member of the board of directors, the president, any vice-president, the secretary, the treasurer or the general manager of a corporation or any other person who performs functions for the corporation similar to those normally performed by a person occupying any such office;

“Towing Operator” means an individual, partnership or corporation which has submitted a response to this Quotation Request.

Two Towing Operators will be presumed to be a single bidder when:

- a) any person directly or indirectly controls or has a direct or indirect pecuniary interest in both Towing Operators; and
- b) any individual who directly or indirectly controls or has a direct or indirect pecuniary interest in one of the Towing Operators is related to any individual who directly or indirectly controls or has a direct or indirect pecuniary interest in the other Towing Operator. This presumption can be rebutted by provision of proof to the contrary to the Board, including statutory declarations in the form set out in this Quotation Request.

8. ENQUIRIES AND INTERESTED BIDDERS INFORMATION MEETING:

Any questions pertaining to the content of the RFQ may be asked up to five (5) business days before the final date for bidders submissions. TPS will respond in writing to requests for clarification as soon as possible and at its discretion. TPS reserves the right to make any or all questions and answers available to all other bidders at its discretion. Generally speaking, only answers to issues of substance will be distributed to all bidders. The name of the bidder asking a question will not be identified.

All inquiries concerning this Quotation Request must be in writing and directed to:

**Sergeant Paul Bainard
Toronto Police Service
Traffic Services
9 Hanna Avenue
Toronto, Ontario
M6K 1W8
Telephone Number (416) 808-1908 Fax (416) 808-1922**

Information meeting to be held:

**Traffic Services Unit
Date TBA
Time TBA
2nd Floor, 9 Hanna Avenue
Toronto, Ontario**

SCHEDULE "A"**POUNDS****DISTRICT AREAS:**

Noted below are the descriptions of the approximate boundaries of each District.

DISTRICT NO. 1

North	Lawrence Avenue
East	Bathurst Street south to Eglinton Avenue; East on Eglinton Avenue to Spadina Avenue; South on Spadina Avenue to Spadina Road to the Lake Ontario Shoreline.
West	Humber River
South	Lake Ontario Shoreline (Toronto Islands excluded)

DISTRICT NO. 2

North	Steeles Avenue West
East	Humber River
South	Lake Ontario Shoreline
West	427 Highway, Eglinton Avenue West to Etobicoke Creek

DISTRICT NO. 3

North	Steeles Avenue from the Humber River to Victoria Park Avenue
East	Victoria Park Avenue from Eglinton Avenue East to Steeles Avenue East
West	Humber River from Lawrence Avenue West to Steeles Avenue West
South	Eglinton Avenue East from Victoria Park Avenue to Sunnybrook Park (west of Leslie Street), north along the branch of Don River to Lawrence Avenue from Bayview Avenue to the Humber River

DISTRICT NO. 4

North	Steeles Avenue East
East	Pickering Town Line to the Little Rouge River
West	Victoria Park Avenue
South	Lake Ontario Shoreline

DISTRICT NO. 5

North	Lawrence Avenue East and West, Eglinton Avenue East
East	Victoria Park Avenue
West	Spadina Road, Eglinton Avenue, Bathurst Street, Bayview Extension
South	Canadian Pacific Railway Tracks, Lake Ontario Shoreline (Toronto Islands excluded)

DISTRICT NO. 6

North	Canadian Pacific Railway tracks
East	Bayview Avenue Extension, Pottery Road, Don River and its extension southerly to the shoreline of Lake Ontario
West	Spadina Avenue and Spadina Road
South	Lake Ontario Shoreline (Toronto Islands excluded)

POUND REQUIREMENTS:

The pound must be located within the noted District boundaries, with the exception that the District 6 contract pound may be located in District 5.

Pounds must meet the minimum space specifications set out in the following chart. The minimum area refers to the area of the pound intended for the exclusive storage of vehicles towed pursuant to this contract. Areas devoted to buildings or landscaping features, or space where non-contract towed vehicles are stored, will not be included in the calculation of this area.

TOW DISTRICT	SPACE REQUIRED IN POUND
1	105,000 sq. ft.
2	90,000 sq. ft.
3	105,000 sq. ft.
4	90,000 sq. ft.
5	90,000 sq. ft.
6 (excluding 10 York Street)	45,000 sq. ft.

- a) The operator must agree to use only pounds for which the contract was awarded unless otherwise authorized by the Unit Commander, Traffic Services.
- b) The operator shall be responsible for keeping the public and police facilities located within the pound clean. Walls shall be painted and worn carpeting or tiles shall be replaced upon direction of the Unit Commander, Traffic Services.
- c) The area used for police impounds must be fenced with chain link or other suitable fencing to a minimum height of six feet. A gate must be provided and kept closed, except when authorized vehicles are entering and leaving the pound.
- d) Any pound area not utilized in conjunction with servicing this contract must be clearly identified by signs or markings, and must be separated from the police pound by means of a chain link or other suitable fencing to a minimum height of six feet. No direct access to the police pound can be gained by persons or vehicles other than through the driveway or area of the premise actually occupied and used by the bidder for a towing and pound operation.
- e) The pound area must be lit at night to allow persons to have a clear view of all vehicles in the pound.
- f) The pound area must be under the protection of a fence alarm or under video surveillance to a monitoring station in the pound office at all times.
- g) The pound office must be accessible to members of the public and staff with disabilities. Not less than one disabled person reserved parking spot must be maintained free of ice and snow at all times. This parking spot must be not less than 300 square feet with a paved asphalt, concrete or interlocking paving stone surface. The office will be accessible to persons requiring assistive devices directly from the parking spot and the gradient must comply with any applicable municipal requirements.

- h) The pound office must be open to members of the public 24 hours per day, 7 days per week, so that members of the public may retrieve vehicles authorized for release by police personnel. Three parking spaces must be kept available for members of the public where on-street parking is not permitted.
- i) The pound surface must be covered with crushed stone, concrete or asphalt. Mud surfaces are not acceptable.
- j) All pounds must have the necessary equipment installed to audio and video record all transactions involving police impounds. Recorded tapes must be retained for 90 days by the operator and shall be surrendered to the Unit Commander, Traffic Services, upon demand.
- k) The pound office must be directly accessible from the street with no gates or fences at the point of pedestrian access. The area must be fully lit and monitored to ensure the safety of all persons.
- l) Subject to the right of a bidder to propose to add, after the date of closing, up to one-third of the pound space required by the Quotation Request, as of the date of closing for the Quotation Request, the existing pound operation must meet the requirements for pounds as identified in items c) and i) in this section, i.e. fencing and surfacing.

As well, the pound office, referred to in various items in this section, must exist, although the specific requirements for the pound office, identified in those items and in Schedule "E" to the Quotation Request, need not be in place as of the aforementioned date of closing.

Despite the foregoing, all the requirements for pounds set out in this section and in Schedule "E" of the Quotation Request, must be met no later than the date of commencement of the contract, currently anticipated to be June 1, 2008. However, as of the date of closing, bidders must provide proof, satisfactory to the Board in its sole discretion, that all the requirements for pounds set out in the Quotation Request will be met as of the date of commencement of the contract. Such proof may be in the form of executed agreements for the supply of the goods and services required for compliance with the pound requirements. All agreements should be binding, subject only to the awarding of the contract contemplated by this Quotation Request.

SPECIAL REQUIREMENTS - DISTRICT 6:

The operator must agree to the special conditions governing the Downtown Tow Away Programme as contained in the draft agreement attached as Schedule "J" to this Quotation Request. The boundaries of the designated Downtown Tow Away Programme are: Bloor Street to Front Street, Jarvis Street, to University Avenue/Queen's Park Crescent/Avenue Road. Additional areas within the District are serviced during the rush hour as necessary.

In addition to the Downtown Tow Away Programme pound located at No. 10 York Street, a pound area for contract vehicle impound storage must be provided.(45,000 sq. ft.)

SCHEDULE "B"

SCHEDULE OF CHARGES

The contract for police towing is for the towing of vehicles ordered impounded by members of the Police Service. Towing from collision scenes at the request of the owner of the vehicle is not a police ordered impound.

Bidders are directed to indicate a single flat rate charge for towing. The total bid price will include all costs, including administration costs, relating to the towing, storage, disposal or release of an impounded vehicle. The Board will not consider any bids where the total bid price exceeds \$188.00, exclusive of taxes. No additional fees of any kind are permitted except as noted in the following paragraph.

Fees apply to all police authorized impounds of vehicles with a gross vehicle weight of less than 5000 kg., located within the road allowance or where the tow truck can be driven to the vehicle to be towed. Winching and off-road recovery costs are permitted to be charged in addition to the flat rate.

Company Name _____ Pound Area Bid on _____

TOWING FEE (Standard tow)
(includes dollies, kilometrage, time charges, and all costs of any kind)

\$ _____

STORAGE (per 24 hour period)

(The storage day is 24 hours from the time the vehicle arrives at the pound. A time-clock stamp shall be used to record the time of arrival. Twenty-five per cent (25%) of the 24 hour storage fee is chargeable for each hour of the first 4 hours, which shall include any part of an hour. One hour is payable as soon as the vehicle arrives at the pound. The hourly rate and minimum rate will reapply at the conclusion of each 24 hour period.)

\$ _____

Contract Price for comparison to determine lowest price (not including applicable taxes):

Towing Fee \$ _____

+

Storage Fee \$ _____

=

Total \$ _____ (Record this amount on the Summary Sheet)

RELEASE ON SCENE

50% of Towing Fee \$ _____

(Vehicle must be in the towing position, ready to be lawfully towed. All others will be released to the owner at no charge if claimed before leaving the scene)

With respect to the successful bidder, a copy of this Schedule will be filed with the Toronto Licensing Commission as a separate contract rate card. For the term of the contract, rates for all other services, including towing of vehicles having a gross vehicle weight of more than 5,000 kg., will be those rates filed by the operator with the Toronto Licensing Commission and submitted with this Quotation.

SCHEDULE "C"**TOWING EQUIPMENT**

The following chart specifies the minimum number of tow trucks required for each district:

DISTRICT	STANDARD TOW TRUCKS	HEAVY TOW TRUCKS
1	35	2
2	15	1
3	20	2
4	15	1
5	20	1
6	35	2

Towing equipment is to be listed on the following pages.

Attach copies of: provincial registration certificates showing validation, Toronto Licensing Commission licences, vehicle ownerships, lease agreements and lien searches for each truck to be used to service the contract.

DEFINITIONS:

1. **Standard Tow Truck** A standard tow truck will be capable of towing vehicles with a gross vehicle weight of up to 5,000 kg. The truck will be a dual rear wheel configuration on a frame rated at not less than one ton. Modified pickup trucks are not acceptable. Towing equipment will be permanently mounted and capable of performing damage free towing such as wheel-lift or flat bed trucks. The use of slings and other outmoded equipment is prohibited.
2. **Heavy Tow Truck** A heavy duty truck will be capable of towing vehicles having a gross vehicle weight of 15,000 kg. Must also be capable of performing damage free towing with appropriate equipment installed.

TOWING SAFETY REQUIREMENTS:

All tow trucks used to service the contract must be equipped with back-up lights and an audible warning device, which shall at all times be kept in good working order and which, combined with a flashing amber roof light, shall be activated prior to the tow truck commencing a reversing action in order to hook-up to a vehicle that is to be impounded.

Tow booms on tow trucks owned by the operator are to be kept lowered at all times when a tow truck is in motion (including reversing up to a vehicle which is to be impounded) other than when a vehicle has been, or is actually being, hooked-up to a tow truck.

When not in use, dollies are to be affixed to the tow truck in such a manner so as to afford maximum visibility to the rear of the vehicle by the driver of the tow truck.

SCHEDULE "D"

CORPORATE OFFICERS AND DIRECTORS

PLEASE TYPE ALL INFORMATION.

Legal Name of Company _____

Usual Business Name _____

Address _____

Telephone Number _____

CVOR Number _____

Each officer and director of the corporation must be listed and sign this document.

NOTICE

By affixing his/her signature(s) to this document, each officer and director hereby authorizes the Toronto Police Service to make enquiries of all police systems, the Workplace Safety and Insurance Board, the Better Business Bureau, the Credit Bureau, Dunn and Bradstreet, the Toronto Licensing Commission, the Ministry of Consumer and Corporate Relations and any other source deemed appropriate to determine his/her good character, creditworthiness and business history. By affixing his/her signature following his/her name, each person authorizes release of information to the Toronto Police Service upon presentation of a copy of this document. Each individual authorizes the release of personal and financial information to a member of the Toronto Police Service upon presentation of a copy of this document.

Full Name Surname, Given name(s)	Position	Date of Birth YY/MM/DD	Signature

(photocopy additional pages as required)

SCHEDULE "E"

POLICE FACILITIES

The following shall be the minimum facilities provided at the pound for the use of the Toronto Police Service pound officer, such facilities to be maintained to the satisfaction of the Unit Commander, Traffic Services:

1. A separate office or partitioned area of not less than 80 square feet, to which access is restricted to police personnel.
2. A telephone with a separate line capable of calling 411 and long distance.
3. A separate telephone line for computer access.
4. A desk that can be secured.
5. A typewriter.
6. An office chair.
7. A waste paper basket.
8. A six drawer file cabinet which can be secured.
9. Access to a proper washroom.
10. A full length metal locker which can be secured.
11. Access to and the use of a photocopier and fax machine at no cost to the police.
12. Paper shredder

Repair and maintenance of all office furniture and equipment and the cost of the separate telephone lines will be at the expense of the Operator.

All police and public facilities shall be kept clean by the Operator. Walls shall be painted and worn carpets and tiles replaced at the direction of the Unit Commander, Traffic Services.

SCHEDULE "F"

INVOICES FOR POLICE TOWS

Invoice forms shall include the following words printed in sufficient size and located on the invoice forms so as to be boldly visible:

Invoice for Police Contract Tows Only

Contract Rates:

Tow: \$

Storage: \$

Release on Scene: \$

Invoices for non-contract tows shall not contain any reference to the Board or the Toronto Police Service.

All invoice forms shall be approved by the Unit Commander, Traffic Services.

SCHEDULE "G" - (CERTIFICATES OF INSURANCE)

CERTIFICATES OF INSURANCE

SCHEDULE "H"

CANADA	)	IN THE MATTER OF a quotation for the
	)	operation of vehicle towing and pound
	)	services under contract with the
	)	Toronto Police Services Board, dated
	)	, 2008, made by
PROVINCE OF ONTARIO))	
)	
CITY OF TORONTO	)	(hereinafter called the "Operator")
)	

I, _____ of the
of _____ in the
_____, do solemnly declare as follows:

1. That I am _____ (state position) _____, being a Senior Officer or Principal of the Operator, and as such, having reviewed all relevant corporate and financial material of the Operator, and having consulted with each Senior Officer of the Operator, each Principal of the Operator, and each person having control of the Operator, have knowledge of the matters hereinafter declared to.
2. The Operator has submitted a response to Quotation Request No. _____ of the City of Toronto (the "Quotation Request").
3. In making this declaration, I am incorporating the definitions for "Senior Officer", "control", "Towing Operator", "Principal", "related", "person" and "pecuniary interest", which are set out in the Quotation Request.
4. The other Senior Officers or Principals of the Operator are:

5. To the best of my knowledge and belief no person who directly or indirectly controls or has a direct or indirect pecuniary interest in the Operator directly or indirectly controls or has a direct or indirect pecuniary interest in another Towing Operator.
6. Without limiting the generality of paragraph 5 of this Declaration, to the best of my knowledge and belief:
 - (i) no Senior Officer of the Operator controls any other Towing Operator;
 - (ii) no Senior Officer of the Operator directly or indirectly has a pecuniary interest in any other Towing Operator;
 - (iii) no Senior Officer of the Operator directly or indirectly controls any other Towing Operator by any means whatsoever;

- (iv) no individual or partner in a partnership, or Senior Officer in any Corporation, controls the Operator, other than as disclosed herein; and
 - (v) no individual or partner in a partnership, or Senior Officer in any Corporation, has a direct or indirect pecuniary interest in the Operator, other than as disclosed herein.
7. To the best of my knowledge and belief, no individual who directly or indirectly controls or has a direct or indirect pecuniary interest in the Operator is related to any individual who directly or indirectly controls or has a direct or indirect pecuniary interest in another Towing Operator

OR

7. The following individuals who directly or indirectly control or have a direct or indirect pecuniary interest in another Towing Operator or are related to an individual who directly or indirectly controls or has a direct or indirect pecuniary interest in the Operator:

each of whom has sworn a statutory declaration in the form set out in the quotation request.

8. To the best of my knowledge and belief, no Senior Officer of the Operator, and no corporation affiliated with the Operator or its Senior Officers have any direct or indirect interest in or control over any entity which operates or controls an auto body repair business and no such person will have any direct or indirect interest in or control over any such entity during the term of any agreement between the Operator and the Toronto Police Services Board to provide towing services to the Board.
9. To the best of my knowledge and belief, no Senior Officer of the Operator, and no corporation affiliated with the Operator or its Senior Officers, have any direct or indirect interest in or control over any entity which operates or provides municipal law enforcement services in the City of Toronto and no such person will have any direct or indirect interest in or control over any such entity during the term of any agreement between the Operator and the Toronto Police Services Board to provide towing services to the Board
10. To the best of my knowledge and belief, no Senior Officer of the Operator, and no corporation affiliated with the Operator or its Senior Officers, have any direct or indirect interest in or control over any entity which operates or provides a collision reporting centre in the City of Toronto and no such person will have any direct or indirect interest in or control over any such entity during the term of any agreement between the Operator and the Toronto Police Services Board to provide towing services to the Board.

And I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the)
)
 of)
)
 in the)
)
 this day of)
)
 A.D. 2008.) _____

A Commissioner, etc.

CANADA	)	IN THE MATTER OF a quotation for
	)	the operation of vehicle towing and pound
	)	services under contract with the Toronto
	)	Police Services Board, dated
	)	, 2008, made by
PROVINCE OF ONTARIO)	
)	
)	
CITY OF TORONTO	)	(hereinafter called the "Operator")
)	
)	

I, _____ of the _____
of _____ in the _____
, do solemnly declare as follows:

1. That I am _____ (state position or interest in Operator) _____, and as such have knowledge of the matters hereinafter declared to.
2. The Operator has submitted a response to Quotation Request No. _____ of the City of Toronto (the "Quotation Request").
3. In making this declaration, I am incorporating the definitions for "Senior Officer", "control", "Towing Operator", "Principal", "related", "person" and "pecuniary interest", which are set out in the Quotation Request.
4. I am related to the following individuals (state relationship to each) and as a result the Operator and _____ (state name of other Towing Operator) _____ are presumed to be a single bidder pursuant to the terms of the Quotation Request:

Person	Relationship
--------	--------------

5. I rebut the presumption that the Operator and _____ (state name of other Towing Operator) are a single bidder for the following reasons:
6. In particular, the following statements apply in respect of the relationship between the related individuals listed in paragraph 4 and myself:
 - (i) we keep confidential from each other all matters pertaining to the preparation and submission of bids, quotations or tenders for the provision of towing services;

.....**Schedule "T"**.....

DRAFT

THIS AGREEMENT made in quadruplicate this 31st day of May, 2008

BETWEEN:

(hereinafter referred to as "the Operator")

OF THE FIRST PART

- and -

TORONTO POLICE SERVICES BOARD

(hereinafter referred to as "the Board")

OF THE SECOND PART

WHEREAS the Board, in connection with the discharge of its responsibilities under the *Highway Traffic Act* as amended, and the *Police Services Act*, as amended, (hereinafter referred to as "the Acts") requires a vehicle towing and a pound service to serve the towing district identified in Article 1;

AND WHEREAS the Operator has submitted the Quotation identified in Article 1, which Quotation is by reference incorporated into and made part of this Agreement and forms Appendix "1" to this Agreement;

AND WHEREAS the Board has accepted the said Quotation on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and of the covenants and agreements hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

DEFINITIONS:

1. In this Agreement:

- (a) "Deserted Vehicle" means a vehicle that has been left unattended without lawful authority and that appears by reason of its age, appearance, mechanical condition, lack of number plates, or invalid plates, to be deserted;
- (b) "District" means Towing District Number _____;
- (c) "Hook-up or Hooked-up" means the attachment of a Vehicle to a tow truck such that the front or rear of the Vehicle has been raised and the Vehicle is otherwise ready to be towed but is not yet in motion en-route to the Operator's Pound or other authorized place;
- (d) "Private Property" means land used for or in association with private business concerns or for residential purposes;

- (e) "Quarterly Charge" means an amount calculated by the Board in each quarter of the Term by:
 - (i) dividing the amount of \$174,726.25 by the total number of towed Vehicles released in such quarter of the Term to persons claiming such Vehicles by all towing and pound services operators under contract with the Board, which includes vehicles released on scene; and
 - (ii) multiplying the figure obtained by the calculation identified in (i) by the number of Vehicles towed and released by the Operator in the District in such quarter of the term;
- (f) "Quotation" means Quotation Sheet No. _____;
- (g) "Release Fee" means the fee so specified in Schedule "B" of the Quotation;
- (h) "Service" means the Toronto Police Service;
- (i) "Term" means the period from May 31, 2008 up to and including May 31, 2011;
- (j) "Towing" shall be deemed to have occurred once a Vehicle which has been Hooked-up is in motion en-route to the Operator's Pound or other place designated by a police officer or other member of the Service;
- (k) "Unit Commander" means the Unit Commander of the Traffic Services Unit of the Service or his or her representatives; and
- (l) "Vehicle" shall include trailers and motor vehicles or any parts thereof.

OPERATOR'S SERVICES AND PAYMENT:

2. The Operator will provide for the use of the Service, at no cost to the Board, during the Term or any permitted extension thereof, and in accordance with the requirements of the Quotation, the following:
 - (a) a Vehicle pound within the District (herein referred to as the "Operator's Pound") to be situated at the location described on the appropriate Schedule of the Quotation, with the portion so designated on the said Schedule to be used exclusively for the storage of Vehicles caused to be moved or taken thereto by a police officer or other member of the Service; and
 - (b) a towing service to tow Vehicles, including Deserted Vehicles, to the Operator's Pound or to such other place which a police officer or other member of the Service may order from within the District, including from Private Property and including any and all other services (including snow and ice removal) required to effect the said towing service (the "District Towing Service").
3. The Operator's Pound and the District Towing Service shall be available to the Service on a twenty-four (24) hour, seven (7) day a week basis and the Operator shall provide sufficient staff at its own expense at the Operator's Pound to permit the towing, storage and removal of Vehicles at all times.
4. The Operator shall maintain a reasonable response time to calls for service, consistent with weather, traffic conditions, and the size of the District, and shall have available such minimum number of tow trucks as may be required to maintain such reasonable response time, or as may be directed from time to time by the Unit Commander.
5. No Vehicle shall be released from the Operator's Pound without the direction in writing of a responsible member of the Service authorized to so release the Vehicle.

6. Subject to the right of termination and extension as provided for in this Agreement, the Operator shall have the exclusive right, during the Term, to provide the services described in this Agreement.
7. The Operator shall remit to the Board the Quarterly Charge and any applicable taxes on such charge within thirty (30) days of the date of an invoice submitted by the Board to the Operator following each quarter of the Term or any extension thereof. The obligation to remit the Quarterly Charge shall survive the termination of the Agreement or any extension thereof.
8. If the Operator fails to remit the Quarterly Charge in accordance with section 7, such unpaid amount(s) will bear interest at the rate of interest charged by the Royal Bank of Canada from time to time at Toronto for loans in Canadian Dollars to prime commercial borrower plus two per cent (2%) calculated and compounded monthly from the due date to the date of full payment.

ADVERTISING AND INFORMATION:

9. The prior written approval of the Unit Commander shall be obtained for any wording or advertising appearing on any equipment, facilities or in any other form concerning the Agreement having been entered into between the Operator and the Board.
10. The Operator shall display the following message on each front door of each tow truck utilized by the Operator in fulfilling this Agreement, in letters of at least 3 cm in height, and in such a manner as to promote easy visibility:

Release Fee may apply. Request rate card for rate information.

11. Subject to Articles 9 and 10, the Operator shall not in or on any truck, vehicle or other equipment used for the purposes of this Agreement, or in any advertising material connected with the operation of the pound and towing service, use any wording, lettering or colour scheme which is designed to convey to the public, or may have the effect of conveying to the public, the impression that the pound and towing service is identified as a part of, or is a division of or in any way associated with the Service or the Board.
12. Without limiting the generality of Article 11, the Operator shall not refer to the Service or the Board on any invoices utilized by the Operator and shall take all reasonable precautions to ensure that no member of the public is led to believe that a Vehicle was towed and stored pursuant to this Agreement when such is not the case.
13. The Operator must prominently display signage at the Operator's Pound that clearly indicates the towing and storage rates for Vehicles other than those towed or stored pursuant to this Agreement.

FEES AND RATES:

14. The Operator may charge the owners of Vehicles for the provision of towing and related services, including Release Fee, storage and other allowable charges, amounts not exceeding the rates identified in Schedule "B" of the Quotation, and such rates are to be posted on a notice located in a conspicuous place in the Pound visible to said owners, such notice indicating that the said charges have been registered with the Board. No other charges of any sort except those identified in Schedule "B" are permitted.
15. The Operator shall not charge any fee other than a Release Fee in circumstances where the owner or person responsible for a Hooked-up Vehicle arrives at the Vehicle prior to Towing and pays the Release Fee.
16. Where the Vehicle towed (or if not yet towed, Hooked-up) has a gross vehicle weight of greater than 5,000 kilograms, the Operator may charge the owner of such Vehicle for the services necessarily provided, in accordance with the rates filed by the Operator with the Toronto Licensing Commission as of the date the Quotation was submitted to the Board, which rates form part of the said Quotation attached to this Agreement. The Operator shall not charge a fee for hooking-up the Vehicle once a towing fee becomes applicable.

17. The Operator shall, upon the direction of a police officer or other member of the Service, attend on Private Property for the purpose of towing Vehicles, including Deserted Vehicles, to the Operator's Pound, but, in these circumstances, the Operator shall not be obliged to tow unless the owner or manager of the Private Property first agrees to pay to the Operator the amounts set out in Schedule "B" of the Quotation respecting Towing charges.
18. The Operator shall only charge for its services in accordance with the rates set out in Schedule "B" of the Quotation, and shall collect all charges prior to releasing any Vehicle. The Operator shall provide in each truck, a plasticized rate card in the form described in the said Schedule "B", and shall display such card to every owner or person responsible for a Vehicle who arrives at said Vehicle prior to it being towed. The card must clearly set out the following words:
- The Operator may charge the Release Fee plus any applicable federal or provincial taxes on the service provided, but may charge no other fee, for any Vehicle which has been raised into towing position and is otherwise ready to be towed. The Operator must release the Vehicle upon payment of the Release Fee.
19. The Board, its agents, employees and members of the Service, shall not be responsible for or liable to pay any charges for services rendered pursuant to this Agreement.

PROBLEM RESOLUTION:

20. If requested by the Unit Commander from time to time, a representative of the Operator shall attend a meeting convened by the Unit Commander for the purpose of attempting to resolve any problem identified by the Unit Commander with respect to the operation of the towing and pound service or the administration of this Agreement, and the Operator shall, in good faith, cooperate with the Unit Commander in attempting to achieve such resolution.
21. The Unit Commander is not required to undertake the problem resolution process identified in Article 20 prior to the Board initiating the process for termination of the Agreement set out in Article 22.

TERMINATION:

22. If at any time during the Term of this Agreement, or any extension thereof, the Operator fails to operate the towing and pound service and maintain the appurtenant facilities or any of them in a manner satisfactory to the Unit Commander or the Board, or breaches this Agreement in any manner whatsoever irrespective of the magnitude of the breach, the Board may, in its sole discretion, terminate this Agreement by giving to the Operator seven (7) days' notice in writing of such termination.
23. Upon the termination of this Agreement, whether by the passage of time or otherwise, all Vehicles then at the Operator's Pound shall continue to be the responsibility of the Operator, provided that Article 5 hereof shall continue to apply to all such Vehicles notwithstanding anything to the contrary contained in this Agreement.

INSURANCE AND INDEMNITY:

24. The Operator shall obtain, at its own expense, insurance policies in form, content and amount satisfactory to the Board and the City of Toronto and through an insurer licensed to sell insurance in the Province of Ontario.
25. Without limiting the generality of Article 24, the Operator shall obtain:
- (a) in the name of the Operator, a Standard Garage Automobile Policy (S.P.F. No. 4) with a section "A" Limit of Liability of not less than \$2,000,000.00 per accident covering all vehicles utilized by the Operator in fulfilling this contract. The Policy shall cover section "E", subsection "1" for a minimum of \$50,000.00 per customer's automobile and shall be endorsed to cover Legal Liability

for Comprehensive Damage to Customers' Automobiles - including Open Lot Pilferage (S.E.F.No.77). The Endorsement shall specify the minimum capacity as outlined in the appropriate Schedule of the Quotation, attached to this Agreement, and shall provide a section "E" subsection "2" Limit of Liability of not less than \$500,000.00 per occurrence.

- (b) in the name of the Board and the City of Toronto, a Non-Owned Auto Policy (S.P.F. No. 6) with a Limit of Liability of not less than \$2,000,000.00 per occurrence covering legal liability for bodily injury, death or property damage arising out of the use or operation on behalf of the Board and/or the City of Toronto of any of the vehicles utilized by the Operator in fulfilling the Agreement; and
 - (c) in the name of the Operator, a liability policy with a Limit of Liability of not less than \$2,000,000.00 per occurrence covering claims for bodily injury, death, personal injury or property damage from others arising out of the Operator's premises and operations and shall state that the policy is primary before any other insurance or self-insurance available to the Board or the City of Toronto. The policy shall contain a cross-liability clause of standard wording.
26. An insurance certificate in the form set out in Schedule "G" of the Quotation, and any other evidence requested by the Unit Commander that the aforementioned policies are in full force and effect, shall be provided to the Board and the City of Toronto upon inception of this Agreement and at any time during the term of this Agreement, upon written request of the Unit Commander. The certificate of insurance shall also provide for not less than thirty days prior written notice to the Board and the City of Toronto by the insurer in the event of cancellation or material change in coverage.
27. The Operator will, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify the Board and the City of Toronto and each of its officers, employees and agents and members of the Service of, from and against all actions, suits, claims, executions and demands which may be brought against or made upon them or their officers, employees, and agents, and members of the Service, or any of them, save and except any action or claim for wrongful or unlawful seizure of any Vehicle arising out of an order by a member of the Service for the removal and storage of such Vehicle pursuant to the Acts, and of, from and against all costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Board or the City of Toronto, their officers, employees and agents and members of the Service or any of them by reason of or on account of the Operator's provision of the services under this Agreement, including the provision of services through independent contractors.

CONDITION OF EQUIPMENT AND FACILITIES AND CONDUCT OF PERSONNEL:

28. The Operator warrants and represents that it has available, and will keep and maintain in good working condition and make available for the purposes of carrying out the provisions of this Agreement, the towing and other equipment identified in Schedule "C" of the Quotation and the pound and pound capacity identified in Schedule "A" of the Quotation, and agrees to maintain such pound and towing and other equipment in a clean and tidy condition to the satisfaction of the Unit Commander.
29. The Operator, its employees and agents shall at all times conduct themselves in a professional and courteous manner, and without limiting the generality of the foregoing, shall keep all trucks, personnel, facilities and premises utilized in furtherance of this Agreement in a clean and tidy condition.
30. The Operator shall ensure that none of its employees or agents wears any form of clothing, uniform or accessories that suggest that such employees or agents represent or are affiliated with the Service.
31. The Operator shall maintain all trucks, vehicles and other equipment and facilities used for the purpose of this Agreement in such condition so as to comply with all standards for operation set out in the *Highway Traffic Act*, as amended, and all by-laws of the City of Toronto. If at any time the Unit Commander, in his or her sole discretion, determines that the said standards have been violated, the Unit Commander may, by written notice to the Operator, direct that the condition of said trucks, vehicles and other equipment and facilities be altered so as to comply with the said Act and by-laws, and the Operator shall comply with such direction.

32. The Unit Commander may conduct inspections of the Operator's facilities at the Operator's Pound at any time without notice.

USE OF COMPUTER:

33. The Operator shall use the computer system supplied by the Board for the purposes of this Agreement and shall, at its own expense, make such alterations to the Operator's Pound and supply such utilities as are required to install and use such computer system.
34. Members of the Service will train staff at the Operator's Pound in the use of the computer system, at no cost to the Operator, provided that any of the Operator's staff's access to such computer system shall be approved by the Unit Commander.
35. The Operator shall ensure that the arrival to, and release from, the Operator's Pound of all Vehicles towed and stored pursuant to this Agreement shall be recorded forthwith on the computer system and in written form, both upon such arrival and release.

INVOICES:

36. The Operator shall, upon the release of any Vehicle, give to the owner thereof or his or her agent an invoice itemizing each service provided and the cost thereof, and agrees to abide by such procedures as may be determined by the Unit Commander from time to time relating to bookkeeping, accounting, and retention and inspection of records with respect to all transactions covered by this Agreement.
37. Invoice forms for tows conducted pursuant to this Agreement shall be light blue in colour to distinguish them from any other invoice forms used by the Operator. The invoices shall comply with the requirements set out in Schedule "F" of the Quotation.
38. The Operator shall, upon payment of a Release Fee and the release of any Vehicle, give to the owner thereof or his agent, an invoice setting forth the Release Fee and any applicable federal or provincial taxes.

STATUS OF OPERATOR:

39. The Operator covenants that there is no relationship between the Operator and any other towing operator currently under contract to the Board for the provision of towing and pound services to such an extent as would have prevented, under the terms of the Quotation, both the Operator and the other towing operator in the opinion of the Board from being awarded contracts at the time such contracts were awarded, and the Operator acknowledges that if, in the opinion of the Unit Commander or the Board, there should develop a relationship between the Operator and another towing operator under contract to the Board of a type that would have prevented both the Operator and the other towing operator, under the provisions of the Quotation, from each being awarded contracts, the Board has the absolute discretion to terminate this Agreement in accordance with the provisions of Article 22 hereof.
40. It is acknowledged and agreed that the relationship between the parties is based upon a special trust and confidence reposed by the Board in the Operator personally. The Operator shall not assign or transfer its interest in this Agreement without the prior written consent of the Board, and the Board may refuse its consent without giving reasons; provided further that if the Operator is a partnership or a corporation there shall be no further sale, issue or transfer of shares, nor change in control, directorship, officers or beneficial interest in the said partnership or corporation without the prior written consent of the Board and the Board may refuse its consent without giving reasons. Where the Board has approved a change in the officers or directors of the Operator, the Operator shall submit an amended Schedule "D" to the Quotation, upon which is to be recorded an up-to-date list of all officers and directors. Should the Unit Commander or the Board, in their sole discretion, decide that there has been a violation of this Article, the Board may terminate this Agreement in accordance with the provisions of Article 22 hereof.

NOTICE:

41. Any notice required or allowed to be given hereunder shall be good and sufficiently given to the other party if delivered in person or mailed by prepaid registered post addressed as follows:

- (a) in the case of notice to the Operator, to

or by personal delivery to the Operator, any of its servants, employees or agents at the Operator's Pound or left at the Operator's last known address;

- (b) in the case of notice to the Board, to
Toronto Police Services Board

40 College Street
Toronto, Ontario
M5G 2J3

Attention: Executive Director

or to such other address as either party may notify the other in writing, and in the case of mailing as aforesaid, and in the absence of a major interruption in postal service affecting the handling/delivery thereof, any such notice shall be deemed to have been received on the fourth business day next following such mailing.

CHANGE OF POUND LOCATION:

42. The Operator shall provide ninety (90) days' advance notice in writing to the Unit Commander of its intention to change the location of the Operator's Pound, which change in location shall only be permitted upon approval of the Board.

OTHER COVENANTS:

43. The Operator further covenants and agrees as follows:

- (a) the Operator shall not demand or receive payment in advance for any service provided hereunder, except as provided for in this Agreement;
- (b) the Operator shall only use the equipment necessary for towing the Vehicle in question, and shall charge therefor only in accordance with this Agreement;
- (c) the Operator will provide, in each tow truck and at the Operator's Pound, facilities to permit members of the public to pay for services rendered by "Master Card", "Visa" and "American Express" credit card; and
- (d) the Operator will provide, in each tow truck and at the Operator's Pound, facilities to permit members of the public to pay for services rendered in U.S. dollars, at an exchange rate commensurate with the exchange rates then in effect at commercial institutions in the City of Toronto.

REPRESENTATIONS AND WARRANTIES:

44. The Operator represents, warrants and covenants to the Board, and acknowledges that the Board is relying thereon, as follows

- (a) Operator is a corporation duly incorporated under the laws of Ontario and is duly authorized to carry on business in the Province of Ontario and is in compliance with all requirements imposed by the laws of Ontario and the laws of Canada applicable in the Province;
- (b) Operator has all necessary corporate power, authority and capacity to enter into this Agreement and to perform and fulfil all of its obligations under the Agreement;
- (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of the Operator;
- (d) this Agreement constitutes a valid and binding obligation of the Operator enforceable against it in accordance with the terms of this Agreement;
- (e) the Agreement will be performed by the Operator in accordance with all applicable federal, provincial and municipal laws, regulations, by-laws, codes, orders, standards and practices, those of agencies, boards, commissions, utilities and other tribunals having jurisdiction over any matter provided for in this Agreement;
- (f) Operator and its suppliers and subcontractors and their respective employees possess the necessary skills, expertise and experience, and in sufficient quantity, to perform all of the obligations hereunder;
- (g) Operator has the necessary financial resources to carry out its obligations under this Agreement as they may arise from time to time;
- (h) There are no actions, claims, suits or proceedings pending or to its knowledge threatened against or adversely affecting Operator or any of its suppliers or subcontractors in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, that might materially affect Operator's ability or the ability of its suppliers or subcontractors on behalf of Operator to perform and meet any and all duties, liabilities and obligations as may be required of Operator under this Agreement;
- (i) No employee or representative of the Board or the Service has any direct or indirect beneficial interest, whether financial or otherwise, in Operator or its subcontractors or in their performance of this Agreement to the knowledge of the Operator; and
- (j) Operator has an unrestricted right to occupy and lawfully operate the Operator's Pound identified in Article 2(a) of this Agreement in accordance with the requirements of the Quotation.

COMPLIANCE WITH LAWS:

45. This Agreement is expressly made subject to all laws, statutes and regulations of Canada and the Province of Ontario and all by-laws of the City of Toronto. The Operator hereby expressly acknowledges that the City of Toronto Municipal Code Chapter 545, as amended, or any successor by-law respecting licensing requirements as they relate to the owners and drivers of tow trucks, may be amended from time to time. The Operator further acknowledges that the said by-law(s) may be amended so as to set rates for the provision of towing services in the City of Toronto, in which case the Operator will be abide by such rates, if required, notwithstanding anything in this Agreement.
46. In providing the services under this Agreement, the Operator shall comply with all applicable laws, statutes and regulations of Canada and the Province of Ontario and all applicable by-laws of the City of Toronto. Without limiting the generality of the foregoing, throughout the Term and any extensions thereof, the Operator shall maintain a record in good standing with the Toronto Licensing Commission and will pay all federal, provincial and municipal taxes and assessments on a timely basis, as required.

ACCESSIBILITY OF POUND:

46. The Operator shall ensure that the pound office is accessible by wheelchair, and where trailers are used to house such offices, the Operator shall be required to provide a ramp with railings to permit access. The Operator shall further be required to provide all reasonable assistance to disabled persons whose Vehicles have been impounded hereunder.

SUB-CONTRACTING:

47. Subject to Article 48, all Vehicles, equipment and facilities that are used for providing the services, must be owned, leased or otherwise held in the name of the Operator, and the Operator shall supply copies to the Unit Commander and the Board of all agreements and other documentation relating to the ownership, leasing or holding of such Vehicles, equipment and facilities when requested so to do.
48. In circumstances where the Operator's own equipment and vehicles are insufficient to meet the towing needs arising under special circumstances, such as special events or emergencies, the Operator shall be permitted to obtain assistance from other towing operators, provided that:
- (a) the other towing operator is also under contract with the Board for the provision of towing and pound services;
 - (b) only the charges set out in Schedule "B" of the Quotation are charged;
 - (c) each tow truck shall contain the appropriate rate card for the District; and
 - (d) Vehicles may only be towed to the Operator's Pound, unless otherwise directed by a police officer or other member of the Service in accordance with Article 2(b) hereof.
49. Provided the Operator complies with Article 47, the Operator may utilize the services of independent contractors to perform any portion of the services to be provided under this Agreement.
50. The Operator shall be solely responsible for payment of any independent contractor employed, engaged or retained by it for the purpose of discharging its obligations under this Agreement and the Operator shall be solely liable for any costs or damages arising from acts or omissions of any such independent contractors.

51. The Operator shall ensure that any independent contractor utilized by the Operator for the purpose of this Agreement complies fully with all applicable requirements of this Agreement with respect to the provision of towing and pound services. The failure of any independent contractor to comply with any such requirements may constitute a basis for termination of this Agreement as if the failure were that of the Operator itself.

TOWING GUIDELINES:

52. Should the Service at any time adopt towing guidelines governing any aspects of the service provided by the Operator hereunder, including, but not limited to, speed, parking, stopping and conduct, the Operator agrees to distribute and review such guidelines with its personnel and to obtain an "Acceptance and Understood" form, in the form supplied by the Unit Commander, from its personnel, which forms, once completed, shall be filed with the pound officer.

POUND OFFICE:

53. The Operator shall provide and maintain for the use of the Service, at no cost to the Board, a fully equipped office at the pound, and, without restricting the generality of the foregoing, provide and maintain the equipment and facilities as described in Schedule "E" of the Quotation.

OPERATOR'S LIENS:

54. No Vehicles impounded pursuant to this Agreement shall be disposed of by the Operator, except in accordance with the *Repair and Storage Liens Act* and/or the *Police Services Act*, or any successor legislation thereto, and no public sale may take place without 15 days' notice in writing to the Unit Commander of the Operator's intention to hold such public sale. The Operator shall, at its own expense, conduct searches for existing liens or security registered against Vehicles intended to be sold and deliver all notices as required to be given by the *Repair and Storage Liens Act* or any successor legislation thereto.

FINANCIAL SOLVENCY:

55. During the Term of this Agreement or any extension thereof, the Operator shall notify the Unit Commander forthwith of the occurrence of any of the following events:
- (a) the bankruptcy or insolvency of the Operator; the filing against the Operator of a petition in bankruptcy; the making of an authorized assignment or proposal for the benefit of creditors by the Operator; the appointment of a receiver or trustee for the Operator or for any assets of the Operator; or the institution by or against the Operator of any other type of insolvency proceeding under the *Bankruptcy Act* or otherwise;
 - (b) the institution by or against the Operator of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Operator;
 - (c) if the Operator ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
 - (d) if any execution, sequestration, extent or other process of any court becomes enforceable against the Operator or if a distress or analogous process is levied upon the assets of the Operator or any part thereof.
56. During the Term of this Agreement or any extension thereof, the Operator shall annually provide the Unit Commander with a statutory declaration, in a form acceptable to the Unit Commander, declared by a chartered accountant and attesting to the review of the financial books and records of the Operator and the financial solvency of the Operator.

57. The Board may terminate this Agreement in accordance with the provisions of section 22 if, in its sole discretion, it is of the opinion that the Operator is, or may become, financially insolvent, or that any of the events identified in Article 55 has occurred or is likely to occur.

EXTENSION OF AGREEMENT:

58. The Board may at its sole option extend the Term of this Agreement for a maximum of one year from the date fixed for completion in Article 1(i) hereof.

GENERAL:

59. The Board may grant any such extension of time under this Agreement, as it may in its sole discretion deem warranted, which extension shall not be deemed to be a waiver of any of its rights hereunder.

60. No condonation, excusing or overlooking by the Board of any default, breach or non-observance of any of the Operator's obligations under this Agreement at any time or times shall affect the Board's remedies with respect to any subsequent (even if by way of continuation) default or breach.

61. No waiver shall be inferred from or implied by anything done or omitted to be done by the Board.

62. This Agreement and everything contained herein, shall be binding upon and enure to the benefit of the Board and the Operator, and their respective heirs, successors, executors, administrators and assigns.

63. The parties covenant and agree that the provisions and schedules contained in the Quotation shall be construed as forming part of the Agreement, provided that if there is a conflict between the Quotation and this Agreement, the provisions contained in this Agreement shall prevail.

64. The provisions of Articles 7, 8, 23 and 27 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED

) **TORONTO POLICE SERVICES BOARD**

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Chair c/s

(OPERATOR)

Per:

Per:

c/s

Schedule "J"

DRAFT AGREEMENT

THIS AGREEMENT made in quadruplicate this 31st day of May, 2008

B E T W E E N:

(hereinafter referred to as "the Operator")

OF THE FIRST PART

- and -

TORONTO POLICE SERVICES BOARD

(hereinafter referred to as "the Board")

OF THE SECOND PART

WHEREAS the Board, in connection with the discharge of its responsibilities under the *Highway Traffic Act*, as amended, and the *Police Services Act*, as amended, (the "Acts") has established a vehicle pound on premises owned by the City of Toronto on the west side of York Street, south of Lake Shore Boulevard West, known municipally as No. 10 York Street, Toronto (the "Pound"), in conjunction with the institution of its Downtown Tow-Away Programme (the "Programme") in the area presently bounded by Bloor Street/Davenport Road, Church Street, Jarvis Street, Front Street, University Avenue/Queen's Park Crescent/Avenue Road and Dundas Street between University Avenue and Spadina Avenue;

AND WHEREAS the Operator has agreed to provide certain services to the Board in conjunction with the Programme on the terms and conditions hereinafter set forth;

AND WHEREAS by virtue of an agreement of even date herewith (hereinafter referred to as "the District Pound Agreement") the Operator has agreed to provide and operate a vehicle towing and pound service to service Police Towing District No. 6;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the premises and of the covenants and agreements hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

1. The Operator will provide for the use of the Toronto Police Service (the "Service"), at no cost to the Board for the period from May 31, 2008 up to and including May 31, 2011, or any extensions thereof, in connection with the operation of the Programme:

- (a) staffing and supervision of the Pound, (including staffing of the Pound office by at least two employees of the Operator, who shall be available to serve the public), on a 17-hour-a-day basis from 7:00 a.m. to 12:00 midnight, Monday to Friday of each week, and as may be directed by the Unit Commander of the Traffic Services Unit of the Service (the "Unit Commander") on Saturday and Sunday of each week;
- (b) at the times listed below, at least the number of tow trucks identified, opposite the listed time, capable of towing vehicles with a maximum gross vehicle weight of at least 5000 kilograms, and at least one of such type of truck at all other times:

- | | | |
|-------|-------------------------|--------------------------|
| (i) | 7:30 a.m. to 9:30 a.m. | FOUR (4) tow trucks |
| (ii) | 11:30 a.m. to 1:30 p.m. | TEN (10) tow trucks |
| (iii) | 3:30 p.m. to 6:30 p.m. | SIXTEEN (16) tow trucks; |
- (c) at least one heavy-duty tow truck capable of towing vehicles with a maximum gross vehicle weight of at least 15,000 kilograms, available at all times;
- (d) such further or additional tow trucks as may, in the opinion of the Unit Commander, be required from time to time;
- (e) maintenance of a record of all vehicles towed and stored under the Programme, on the same basis as provided by the Operator to the Board under the District Pound Agreement;
- (f) a trailer of a minimum size of sixty feet by twelve feet to house the Pound office, with adequate counter space and seating for the public, and including telephone, utilities, heating and heated toilet facilities;
- (g) facilities in each tow truck and at the Pound to permit members of the public to pay for services rendered by either "American Express", "Master Card" or "Visa" credit card; and
- (h) facilities in each tow truck and at the Pound to permit payment for services rendered in U.S. dollars, at an exchange rate commensurate with the exchange rates then in effect at commercial institutions in the City of Toronto;
2. The Operator further agrees as follows:
- (a) during the period when the Pound is not being staffed and supervised by the Operator in accordance with subclause 1(1)(a) above, to remove vehicles therein to the Operator's pound identified in the District Pound Agreement, which shall be open at all times, so that no unsupervised vehicles are left at the Pound at any time;
- (b) to collect all towing and storage charges for services rendered prior to releasing any vehicles impounded under the Programme, the said charges and release procedures to be the same as those established under the District Pound Agreement;
- (c) to pay all hydro charges associated with the Pound; and
- (d) to maintain and repair the Pound at its own expense and on its own initiative or, if necessary, upon demand by the Unit Commander or the Board, except for repair or replacement of the pavement.
3. (1) The Operator shall obtain, at its own expense, insurance policies in form, content and amount satisfactory to the Board and the City of Toronto through an insurer licensed to sell insurance in the province of Ontario.
- (2) Without limiting the generality of the foregoing, the Operator shall obtain:
- (a) in the name of the Operator, a Standard Garage Automobile Policy (S.P.F. No. 4) with a section "A" Limit of Liability of not less than \$2,000,000.00 per accident covering all vehicles utilized by the Operator in fulfilling this contract. The Policy shall cover section "E" subsection "1" for a minimum of \$50,000.00 per customer's automobile and shall be endorsed to cover Legal Liability for Comprehensive Damage to Customers' Automobiles - including Open Lot Pilferage (S.E.F. No. 77). The Endorsement shall specify the minimum capacity of the Pound and shall provide a section "E" subsection "2" Limit of Liability of not less than \$500,000 per occurrence;

- (b) in the name of the Board and the City of Toronto, a Non-Owned Auto Policy (S.P.F. No. 6) with a Limit of Liability of not less than \$2,000,000.00 per occurrence covering legal liability for bodily injury, death or property damage arising out of the use or operation on behalf of the Board and/or the City of Toronto of any of the vehicles utilized by the Operator in fulfilling the Agreement; and
 - (c) in the name of the Operator a liability policy with a Limit of Liability of not less than \$2,000,000.00 per occurrence covering claims for bodily injury, death, personal injury or property damage from others arising out of the Operator's premises and operations and shall state that the policy is primary before any other insurance or self-insurance available to the Board or the City of Toronto. The Policy shall contain a cross-liability clause of standard wording.
- (3) An insurance certificate in the form required by the District Pound Agreement, and any other evidence requested by the Unit Commander that the aforementioned policies are in full force and effect, shall be provided to the Board and the City of Toronto upon inception of this Agreement, and at any time during the term of this Agreement upon written request of the Board or the City of Toronto. Such evidence of insurance shall also provide for not less than thirty days prior written notice to the Board and the City of Toronto by the insurer in the event of cancellation or material change in coverage.
- 4.
 - (1) The Operator shall pay and discharge, on or before the due date, any and all business taxes levied, assessed or arising out of its operations hereunder.
 - (2) The Operator shall pay any and all amounts for realty and local improvement taxes for, or in respect of, the Pound premises levied or assessed during, or referable to, the term hereof, such amounts to be paid upon being invoiced therefor by the City of Toronto.
 - 5. It is understood and agreed that the boundaries of the Programme as set out in the first Recital hereof may be amended from time to time.
 - 6. Except where inconsistent with the terms herein contained, the terms, conditions and covenants set out in the District Pound Agreement shall apply to this agreement mutatis mutandis and, without restricting the generality of the foregoing, shall apply to the Operator's use and responsibility for the Pound and its appurtenant facilities.
 - 7. It is understood and agreed that the Operator is providing the services hereunder to assist the Board in the implementation of the Programme and that the provision of such services is not and shall not be deemed to be occupancy of the said Pound by the Operator.
 - 8. This Agreement and everything contained herein shall be binding upon and inure to the benefit of the Board and the Operator, and their respective heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF the Board and the Operator have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

) **TORONTO POLICE SERVICES BOARD**
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) _____
) Chair
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) **(OPERATOR)**
) Per:
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) _____
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) c/s

TOWING AND POUND SERVICES QUOTATION

TERMS AND CONDITIONS

Quotations are invited from qualified bidders for the operation of vehicle towing and pound services for use by the Toronto Police Service in Towing Districts No. 1, 2, 3, 4, 5, and 6, all within the boundaries of the City of Toronto.

1. GENERAL INFORMATION:

- a) For the purposes of this quotation request, any reference to the "Municipality" includes the Toronto Police Services Board.
- b) All references to the Board are references to the Toronto Police Services Board.
- c) The period of the contracts will be from a commencement date fixed by the Board. The anticipated commencement date of the contracts is May 31, 2008 to May 31, 2011, with provision for an extension of a maximum of one year at the sole option of the Board.
- d) The Board may accept any quotation in whole or in part, whether the price or prices are the lowest or and may reject any or all quotations, as it considers appropriate.

Without limiting the generality of the foregoing paragraph, the Board may award a contract for all or some of the Towing Districts and the award of a contract for a Towing District or Districts does not oblige the Board to award a contract for any other District.

In the event there are no formal compliant quotations for one or more of the Towing Districts, the Board will issue a further quotation request for such District or Districts, either separately or collectively in the Board's discretion. Any such further quotation request will be on such terms and conditions as the Board, in its sole discretion, considers necessary and/or appropriate and which may differ from the terms and conditions contained in this Quotation Request. In addition, the Board, in its sole discretion, may choose to restrict the receipt of quotations on such further quotation request, as it considers appropriate.

If the Board issues such further quotation request for any Towing District or Districts, the Board may make arrangements for towing services for the relevant District or Districts in any manner it considers necessary and/or appropriate pending the award and the entering into of any contract under such quotation request. Such arrangements may include, but are not limited to, allowing a towing operator or operators to temporarily provide towing and storage services for the District or Districts without the issuance of any quotation request or tender.

- e) The contract for District 6 requires the successful bidder to enter into a contract to operate out of a property at 10 York Street, owned by the City Of Toronto, to facilitate the rush-hour towing program, otherwise known as the Downtown Tow Away Programme. The operation of the pound at 10 York Street will be pursuant to the form of contract attached to this Quotation Request as Schedule "J". That contract will permit the Board to discontinue the use of the 10 York Street location at any time during the term if its right to use the property is terminated and allow the board to terminate the contract with the successful bidder.

In the event bidders in a Towing District bid the same fee, and those bidders are otherwise compliant with the requirements of this Quotation Request, the tie shall be broken and the successful bidder selected by lot conducted by the City of Toronto, Finance Department, Purchasing and Materials Management. For the purpose of this Quotation Request, selecting by lot means placing the names of the tied bidders on equal size pieces of paper in a box and one name being drawn by the City of Toronto, Finance Department, Purchasing and Materials Management.

- (b) in the name of the Board and the City of Toronto, a Non-Owned Auto Policy (S.P.F. No. 6) with a Limit of Liability of not less than \$2,000,000.00 per occurrence covering legal liability for bodily injury, death or property damage arising out of the use or operation on behalf of the Board and/or the City of Toronto of any of the vehicles utilized by the Operator in fulfilling the Agreement; and
- (c) in the name of the Operator a liability policy with a Limit of Liability of not less than \$2,000,000.00 per occurrence covering claims for bodily injury, death, personal injury or property damage from others arising out of the Operator's premises and operations and shall state that the policy is primary before any other insurance or self-insurance available to the Board or the City of Toronto. The Policy shall contain a cross-liability clause of standard wording.
- (4) An insurance certificate in the form required by the District Pound Agreement, and any other evidence requested by the Unit Commander that the aforementioned policies are in full force and effect, shall be provided to the Board and the City of Toronto upon inception of this Agreement, and at any time during the term of this Agreement upon written request of the Board or the City of Toronto. Such evidence of insurance shall also provide for not less than thirty days prior written notice to the Board and the City of Toronto by the insurer in the event of cancellation or material change in coverage.
- 4. (1) The Operator shall pay and discharge, on or before the due date, any and all business taxes levied, assessed or arising out of its operations hereunder.
- (2) The Operator shall pay any and all amounts for realty and local improvement taxes for, or in respect of, the Pound premises levied or assessed during, or referable to, the term hereof, such amounts to be paid upon being invoiced therefore by the City of Toronto.
- 5. It is understood and agreed that the boundaries of the Programme as set out in the first Recital hereof may be amended from time to time.
- 6. Except where inconsistent with the terms herein contained, the terms, conditions and covenants set out in the District Pound Agreement shall apply to this agreement mutatis mutandis and, without restricting the generality of the foregoing, shall apply to the Operator's use and responsibility for the Pound and its appurtenant facilities.
- 7. It is understood and agreed that the Operator is providing the services hereunder to assist the Board in the implementation of the Programme and that the provision of such services is not and shall not be deemed to be occupancy of the said Pound by the Operator.
- 8. In addition to any other right it may have to terminate this Agreement, the Board may terminate this Agreement on thirty (30) days' prior written notice to the Operator if the Board's right to use the Pound is terminated, and the Operator will not be entitled to any compensation as a result of such termination. Such termination will have no effect on the Operator's continued provision of services under the District Pound Agreement.
- 9. This Agreement and everything contained herein shall be binding upon and inure to the benefit of the Board and the Operator, and their respective heirs, successors, executors, administrators and assigns.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

#P5. TORONTO POLICE SERVICE – CIVILIAN GOVERNANCE TRAINING

The Board was in receipt of the following report January 07, 2008 from William Blair, Chief of Police:

Subject: CIVILIAN GOVERNANCE TRAINING

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

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

Background/Purpose:

This report is in response to the Board's request that the Chief consider the feasibility of including a component on civilian governance in Toronto in the training of new recruits provided by the Training and Education Unit (Min. No. P328/07 refers).

Discussion:

Civilian governance awareness has been an integral component of the orientation and instruction of new recruits at C. O. Bick College. Recruits are given instruction on the Police Services Act (PSA), specifically, sections 27 and 31 that describe the role and responsibilities of Police Services Boards. In addition, each student is issued a copy of the "Service Rules and Procedures" as well as the "Service Governance" handbook. Instruction is given with regard to the values, rules and procedures of the Service. Further, a historical perspective of their duties and responsibilities is given to the new recruits including a discussion of the principles of policing as set out by Sir Robert Peel.

As of December 2007, the content from the September 27, 2007 Board meeting, (Min. No. P328/07 refers), has been formally included in the orientation sessions delivered to all new recruits at C. O. Bick College. This instruction is delivered to recruits prior to their attendance at the Ontario Police College. In addition to the distribution of the Service Rules and Procedures and the Service Governance handbook, an organizational chart will be discussed and provided to new recruits. This chart displays the links between civilian oversight bodies, including: the Ministry of Community Safety and Correctional Services (the Ministry), the Ontario Civilian Commission on Police Services (OCCPS), the Toronto Police Services Board and the Chief of Police.

The following statement will be included in the civilian governance information package given to new recruits:

“The Board’s role is an essential element in policing. Civilian governance of the police through its policies is one method of improving police community relations, reducing biased policing and increasing the accountability of police. Civilian governance awareness enhances officers’ understanding of the Board’s role and serves as a reminder that not only are they accountable to the Police Service and the Chief, but also to the community they serve.”

To further enhance the learning experience of new recruits, the Board would be welcome to participate by having a representative attend these orientation sessions. There are three orientation sessions conducted each year in the months of April, August and December.

Conclusion:

Training will be delivered to new recruits at the C. O. Bick College, prior to their attendance at the Ontario Police College, that will highlight the need for and importance of civilian governance of the Service. A civilian governance information package, including an organizational chart, will be provided to the students.

Deputy Chief Keith Forde, Human Resourced Command, will be in attendance to answer any questions that the Board may have regarding this report.

The Board was also in receipt of correspondence dated January 09, 2008 from Rick Bartolucci, Minister of Community Safety and Correctional Services, containing a response to an earlier recommendation that the legislative mandate and responsibilities of civilian governance be included in the Ontario Police College training program. A copy of the Minister’s correspondence is attached to this Minute for information.

The Board received the foregoing report from the Chief of Police and requested that he provide a copy of the civilian governance information package and organizational chart to the Board.

The Board received the Minister’s correspondence and approved the following Motions:

- 1. THAT the Chair convey to the Minister the Board’s disappointment that an important part of the *Police Services Act*, specifically section 31, is excluded from the training program at the Ontario Police College;**
- 2. THAT the Chair have a discussion with the Director of the Ontario Police College about the issue of including civilian oversight in the training program of the College; and**
- 3. THAT the Chair request that the Ontario Association of Police Services Boards endorse the Board’s recommendation that a civilian governance component be included in the Ontario Police College training syllabus.**

**Ministry of Community Safety
and Correctional Services**

Office of the Minister

25 Grosvenor Street
18th Floor
Toronto ON M7A 1Y6
Tel: 416-325-0408
Fax: 416-325-6067

**Ministère de la Sécurité communautaire
et des Services correctionnels**

Bureau du ministre

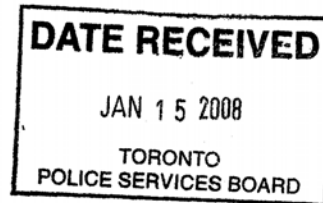
25, rue Grosvenor
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Télééc.: 416-325-6067



CU07-04844

JAN 09 2008

Dr. Alok Mukherjee
Chair
Toronto Police Services Board
40 College Street
Toronto ON M5G 2J3



Dear Dr. Mukherjee:

Thank you for your letter of December 11, 2007, regarding the Toronto Police Services Board's (TPSB) request for ministry coordinated training on civilian governance in Ontario. I am pleased to respond.

The role and responsibilities of the police services board, as set out in the *Police Services Act* (PSA), are an essential element in policing. The PSA and its supporting regulations and guidelines ensure that police services in Ontario have the tools and training to respond to needs within their communities. Police services boards are ultimately responsible for the provision of adequate and effective police services in their communities.

Staff at the Ontario Police College (OPC) have reviewed the TPSB's recommendation and indicated that the present syllabus for the Basic Constable Training Program is full. The additional components and class time associated with your board's request would require the removal of existing material. Mr. Rudy Gheysen, Director, OPC, has advised that the OPC is receptive to distributing an information package, provided by the Ontario Association of Police Services Boards (OAPSB), to students on all courses delivered by the college. This would ensure that all police officers, regardless of tenure or rank, would be provided with the information that the TPSB and the OAPSB deem appropriate.

I have forwarded a copy of your correspondence to the Honorable John Milloy, Minister of Training, Colleges and Universities, for his consideration. This will provide him the opportunity to review the TPSB's recommendation to introduce a component on the theory, principals and history of civilian governance of policing in Police Foundations programs offered by Ontario colleges and universities.

.../2

Dr. Alok Mukherjee
Page two

Again, thank you for writing and for your continued support of policing in Ontario.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Bartolucci". The signature is written in a cursive, flowing style.

Rick Bartolucci, MPP, Sudbury
Minister

c: The Honourable John Milloy
Minister of Training, Colleges and Universities

Mr. Bernie Morelli, President
Ontario Association of Police Services Boards

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

**#P6. ANNUAL REPORT – 2007 STATISTICAL REPORT - MUNICIPAL
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The Board was in receipt of the following report January 09, 2008 from William Blair, Chief of Police:

Subject: ANNUAL REPORT - 2007 STATISTICAL REPORT - MUNICIPAL
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

Recommendations:

It is recommended that:

- (1) the Board receive the 2007 Annual Freedom of Information Statistical Report; and
- (2) the Board forward a copy of this report to the Ontario Information Privacy Commission.

Financial Implications:

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

Background/Purpose:

Historically, the Annual Statistical Report has been completed internally by the Freedom of Information Unit and forwarded directly to the Ontario Information and Privacy Commission.

At its September 23, 2004 meeting, (Min. No. P284/04 refers), the Board made the following motion:

“Effective immediately, the Chief of Police adopt the practice of submitting the Year-End Statistical Report for the Information and Privacy Commission to the Board each year and that the Board forward the report to the Commission.”

The Toronto Police Service is legislated to provide this report on an annual basis. The attached Year-End 2007 Statistical Report is anticipated by the Ontario Information and Privacy Commission on February 1, 2008.

Discussion:

The compliance rate based on a 30 day disclosure for 2007 is 77%. This percentage includes files carried over from 2006 and requests received in 2007. This rate reflects a slight decrease from the 2006 compliance rate of 80.5%

The 77% compliance rate is impacted by the number of 2006 files that were carried over and completed in 2007. Without the 2006 files, the compliance rate for requests received and required to be completed in 2007 would be 79.1%. The total number of files carried over from 2006 to 2007 was 183. In comparison, the total number of files carried over from 2007 to 2008 is 241. The increase in files carried over relates to staffing shortages caused by illness, annual leave, and resignation.

Conclusion:

The 2007 Annual Statistical Report has been prepared in accordance with the guidelines stipulated by the Ontario Information and Privacy Commission.

Deputy Chief Jane Dick, Executive Command, will be in attendance to answer any questions that the Board members may have regarding this report.

The Board received the foregoing and commended the staff in the Freedom of Information Unit for the sustained progress that has been made in responding to requests for information.



FREEDOM **O**F **I**NFORMATION
2007 ANNUAL STATISTICAL REPORT FOR THE
INFORMATION & PRIVACY COMMISSIONER/ONTARIO
SECTION 3 : Number of Requests Completed

- 3.1 New Requests received during reporting year
- 3.2 Requests transferred in from other institutions
- 3.3 Requests carried forward from previous year(2006)
- 3.4 Total (3.1 +3.2 + 3.3)

Personal Information	General Records
2383	811
6	3
123	60
2512	874

- 3.5 Requests transferred out to other institutions
- 3.6 Requests carried over to next year (2008)
- 3.7 Total (3.5 + 3.6)

Personal Information	General Records
25	12
181	60
206	72

- 3.8 Total Requests Completed (3.4 - 3.7)

Personal Information	General Records
2306	802



FREEDOM **O**F **I**NFORMATION
2007 ANNUAL STATISTICAL REPORT FOR THE
INFORMATION & PRIVACY COMMISSIONER/ONTARIO

SECTION 4 : Source of Requests

2007 Source of Requests :

- 4.1 Individual / Public
- 4.2 Business
- 4.3 Academic / Researcher
- 4.4 Association / Group
- 4.5 Media
- 4.6 Government (all levels)
- 4.7 Other
- 4.8 Don't Know

4.9 TOTAL REQUESTS

	Personal Information	General Records
4.1 Individual / Public	1762	136
4.2 Business	538	371
4.3 Academic / Researcher	0	4
4.4 Association / Group	0	252
4.5 Media	1	14
4.6 Government (all levels)	2	20
4.7 Other	3	5
4.8 Don't Know	0	0
4.9 TOTAL REQUESTS	2306	802



FREEDOM **O**F **I**NFORMATION
2007 ANNUAL STATISTICAL REPORT FOR THE
INFORMATION & PRIVACY COMMISSIONER/ONTARIO
SECTION 5 : Time to Completion

	Personal Information	General Records
5.1 15 days or less	886	237
5.2 16 - 30 days	993	352
5.3 31 - 60 days	358	166
5.4 61 - 90 days	44	29
5.5 91 - 120 days	13	7
5.6 121 days or more	12	11
5.7 TOTAL REQUESTS	2306	802

SECTION 6: CONTRIBUTING FACTORS

STAFFING:

In January and March of 2007, two members newly promoted into the Freedom of Information Unit left on maternity leave. Also, in June of 2007, a member left the Unit on a permanent basis. Although the Unit received temporary and one permanent replacement, the loss of knowledge and experience was reflected in the overall compliance due to the extensive training required for the new members.

In March, May and June of 2007, two senior Analysts and the Coordinator each left the Unit for three (3) weeks in order to receive Service required training.

The Unit lost several months from one senior Analyst due to illness. The transfer of files (both assigned files and appeals) was disseminated amongst the staff.

Throughout the year, the Unit experienced a high turnover of support staff. The loss of administrative assistance had a great impact on the daily productivity.

OFFICE RELOCATION

In April 2007, the Unit was relocated to another floor within Toronto Police Service Headquarters. The Unit was completely shut down for three (3) days in order to facilitate the physical move and settlement into the new office.

REQUESTS

While the Unit experienced a steady increase in the number of requests (3.82%), staffing did not increase. The complexity and volume of records requested proved to be a strain and continuous challenge for the newly hired Analysts and support staff.



FREEDOM OF INFORMATION

2007 ANNUAL STATISTICAL REPORT FOR THE INFORMATION & PRIVACY COMMISSIONER/ONTARIO

SECTION 6 : Compliance with the Act

A. No Notices Issued

	Personal Information	General Records		Personal Information	General Records
6.1 Within 30 days	1876	580			
6.2 in excess of 30 days	340	125			
6.3 Total (6.1 + 6.2 = 6.3)	—————→		2216	705	

B. Both a Notice of Extension (s.20(1)) and a Notice to Affected Person (s.21(1)) Issued

	Personal Information	General Records		Personal Information	General Records
6.4 Within the time limits permitted	0	0			
6.5 In excess of the time limits permitted	0	0			
6.6 Total (6.4 + 6.5 = 6.6)	—————→		0	0	

C. Only a Notice of Extension (s.20(1)) Issued

	Personal Information	General Records		Personal Information	General Records
6.7 Within the time limit permitted	7	12			
6.8 In excess of the time limit permitted	10	15			
6.9 Total (6.7 + 6.8 = 6.9)	—————→		17	27	

D. Only a Notice to Affected Person (s.21(1)) Issued

	Personal Information	General Records		Personal Information	General Records
6.10 Within the time limit permitted	55	53			
6.11 In excess of the time limit permitted	18	17			
6.12 Total (6.10 + 6.11 = 6.12)	—————→		73	70	

E. Total Completed Requests (sections A to D)

	Personal Information	General Records
6.13 Overall Total (6.3 + 6.6 + 6.9 + 6.12 = 6.13)	2306	802



FREEDOM **O**F **I**NFORMATION
2007 ANNUAL STATISTICAL REPORT FOR THE
INFORMATION & PRIVACY COMMISSIONER/ONTARIO
SECTION 7 : Disposition of Requests

	Personal Information	General Records
7.0 TRANSFER INTERNALLY (OUT)	0	0
7.1 All information disclosed	114	52
7.2 Disclosed in part - partly exempt	1643	542
7.3 Disclosed in part - no record exists	NOT KEPT	NOT KEPT
7.4 Nothing Disclosed - fully exempt	408	132
7.5 Nothing Disclosed - no record exists or outside the Act	91	50
7.6 Request withdrawn or abandoned	50	26
7.7 Withdrawn or abandoned after fee estimate	NOT KEPT	NOT KEPT
7.8 TOTAL REQUESTS	2306	802
7.9 TOTAL REQUESTS WITH EXEMPTIONS And EXCLUSIONS	2051	674



FREEDOM **O**F **I**NFORMATION
2007 ANNUAL STATISTICAL REPORT FOR THE
INFORMATION & PRIVACY COMMISSIONER/ONTARIO
SECTION 8 : Exemptions & Exclusions Applied

	Personal Information	General Records
8.1 Section 6 - Draft By-Laws, etc.	0	0
8.2 Section 7 - Advice Or Recommendations	0	0
8.3 Section 8 - Law Enforcement	1003	362
8.4 Section 8(3) - Refusal To Confirm or Deny	0	0
8.5 Section 9 - Relations With Governments	66	69
8.6 Section 10 - Third Party Information	0	0
8.7 Section 11 - Economic/Other Interests	0	0
8.8 Section 12 - Solicitor-Client Privilege	0	0
8.9 Section 13 - Danger To Safety Or Health	0	0
8.10 Section 14 - Personal Privacy (Third Party)	1887	584
8.11 Section 14(5) - Refusal to Confirm Or Deny	8	13
8.12 Section 15 - Information Soon To Be Published	5	5
8.13 Section 20.1 - Frivolous or Vexatious	0	0
8.14 Section 38 - Personal Information (Requester)	1762	91
8.15 Section 52(2) - Act Does Not Apply	0	0
8.16 Section 52(3) - Labour Relations & Employment Related Records	18	3
8.17 Section 53(2) - Other Acts	11	2
8.18 TOTAL EXEMPTIONS	4760	1129



FREEDOM OF INFORMATION
2007 ANNUAL STATISTICAL REPORT FOR THE
INFORMATION & PRIVACY COMMISSIONER/ONTARIO
SECTION 9 : Fees

	Personal Information	General Records	Total
9.1 No. of Requests where Additional Fees collected	163	149	312
9.2.1 Application Fees collected	\$ 11930.00	\$ 4065.00	\$ 15995.00
9.2.2 Additional Fees collected	\$ 1905.03	\$ 3158.49	\$ 5063.52
9.2.3 TOTAL FEES COLLECTED	\$ 13835.03	\$ 7223.49	\$ 21058.52
9.3 Number of Requests where fees were waived in full	627	115	742
9.4 Number of Requests where fees were waived in part	N/A	N/A	N/A
9.5 Total number of Requests where fees were waived	627	115	742
9.6 Total Amount of Fees waived	\$ 940.34	\$ 206.89	\$ 1147.23

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	N/A		
10.2 Reproduction			
10.3 Preparation	N/A		
10.4 Shipping	N/A		
10.5 Computer Costs			
10.6 Invoice costs (and others as permitted by regulation)	N/A		
10.7 TOTAL (Add boxes 10.1 to 10.6 = box 10.7)			

NOT CAPTURED

Box 10.7 MUST BE GREATER THAN OR EQUAL TO Box 9.1



FREEDOM OF INFORMATION

2007 ANNUAL STATISTICAL REPORT FOR THE INFORMATION & PRIVACY COMMISSIONER/ONTARIO

SECTION 11 : Corrections & Statements of Disagreement

	Personal Information
11.1 Correction Requests received	2
11.2 Corrections carried forward from (2006)	0
11.3 Corrections carried over to (2008)	1
11.4 TOTAL CORRECTIONS COMPLETED	1
11.5 Correction(s) made in whole	2
11.6 Correction(s) made in part	0
11.7 Correction(s) Refused	0
11.8 Correction(s) Withdrawn by Requestor	0
11.9 TOTAL	2
11.10 Statements Of Disagreement attached:	0
11.11 Notifications Sent:	0

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

#P7. TORONTO POLICE SERVICES BOARD – 2008 MEETING SCHEDULE

The Board was in receipt of the following report January 14, 2008 from Alok Mukherjee, Chair:

Subject: TORONTO POLICE SERVICES BOARD - 2008 MEETING SCHEDULE-
APRIL TO DECEMBER

Recommendation:

It is recommended that the Board approve the 2008 meeting schedule for the months April to December contained in this report.

Financial Implications:

The approval of the recommendation in this report will not result in any financial expenditures in addition to the usual expenditures that have occurred in the past relative to administrative, catering and travel costs associated with conducting Board meetings at Toronto Police Headquarters and Toronto City Hall.

Background/Purpose:

At its meeting on December 19, 2007, the Board considered a schedule of meetings for the year 2008 and agreed upon the dates proposed for the months January to March, inclusive. I agreed to review the proposed dates for the remaining nine months and, after consulting with Board members, to submit a report for the January 2008 meeting outlining revised dates for the months April to December (Min. No. P414/07 refers).

Discussion:

After consulting with Board members and reviewing the originally proposed dates for the meetings for April to December, two dates were determined to be problematic: May and September. Unfortunately, the suggested alternative dates for those meetings conflict with the dates that have been confirmed for police graduations.

I am now, therefore, recommending that the Board confirm the dates for the April to December meetings as originally proposed at the January 2008 meeting. These dates are outlined below:

Thursday, April 17
Thursday, May 22

Thursday,	June 19
Thursday,	July 24
Thursday,	August 21
Thursday,	September 18
Thursday,	October 16
Thursday,	November 20
Thursday,	December 18

Conclusion:

It is recommended that the Board approve the 2008 meeting schedule for the months April to December contained in this report.

No changes to the dates for the February 21 and March 27 meetings are necessary.

The Board approved the foregoing report.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

**#P8. IN-CAR CAMERA SYSTEM CAPITAL PROJECT – VENDOR
SELECTION**

The Board was in receipt of the following report December 31, 2007 from William Blair, Chief of Police:

Subject: IN-CAR CAMERA (ICC) SYSTEM CAPITAL PROJECT – VENDOR
SELECTION

Recommendations:

It is recommended that:

- (1) The Board approve Panasonic Canada Inc. as the supplier, from January, 2008 to December, 2012, of up to 460 In-Car Camera systems at a cost of up to \$4.661 million, including taxes;
- (2) The Board 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.
- (3) The Chief, or his designate, notify the City Chief Financial Officer and Treasurer of the specific recommendations contained herein, pursuant to the requirements of Section 65 of the Ontario Municipal Board Act and Board Minute No. P84/03.

Financial Implications:

The Service will initially purchase 168 In Car Camera (ICC) systems, of which 140 will be allocated for traffic cars, 18 will replace the cameras purchased (from a different vendor) for the original pilot program, three (3) units will be for training cars, two (2) systems will be used for on-going testing and development, and five will be used as spares.

The total cost for the 168 ICC systems is \$1.6 million (M) including taxes. A five year warranty and maintenance program for the 168 systems, results in an additional \$0.2M (including taxes) for a total commitment to Panasonic Inc. of \$1.8M including taxes. Funding for the purchase of 168 ICC systems is available in the In-Car Camera capital project which was approved as part of the Toronto Police Service's (TPS) 2007-2011 capital program.

Subsequent to the purchase of the 168 ICC systems, approximately \$6.3 million will remain in the approved capital budget for this project. This funding will be utilized to address necessary infrastructure requirements, support and professional services to implement the ICC system on a Service-wide basis. Infrastructure to support digital distribution, transmission, and storage requirements are estimated at \$5M.

TPS staff will complete a detailed estimate for the cost of all of the infrastructure requirements by the second quarter of 2008. Once the estimate is completed, the Service will be in a position to determine the number of additional ICC systems, if any, that can be purchased. The Board will be advised accordingly.

The 2008 - 2012 capital program identified an operating budget impact related to the implementation of this project. As a result of the five-year warranty and maintenance program, there will be a \$14,000 impact on the operating budget beginning in 2008, and an annualized operating impact of \$38,000 per year for the 168 ICC systems. Implementation of systems beyond the 168 will result in an additional operating budget impact.

The ICC systems will need to be replaced in the future and, consistent with other equipment replacements, it is appropriate that this be done from the Service's Vehicle & Equipment Reserve (Reserve). As a result, the Service will be providing contributions to the Reserve based on the timing of the purchases and the lifecycle of the ICC systems.

The maintenance costs and reserve contributions will commence in 2009 and will be included in the 2009 operating budget request.

Background/Purpose:

The Board at its meeting on March 24, 2004, received a report from the Chief of Police outlining the feasibility of establishing a pilot project involving the use of cameras in police patrol cars, and the installation of these cameras in the most cost effective manner possible (Min. No. #P82/04, refers). The main objective of the pilot was to ascertain the benefit and effectiveness of installing video camera equipment in front-line TPS vehicles.

Original Pilot Project:

In considering the report, the Board requested that the implementation of the proposed pilot project be considered as part of the 2005 capital budget process. A business case was subsequently prepared, capital funding approved, and a pilot project was commenced in both 13 Division and the Traffic Services Unit. The cameras were placed in marked vehicles and appropriate training and support was provided. From the inception of the pilot, numerous problems were identified with respect to hardware and software functionality. These challenges persisted throughout the pilot. Despite the technical issues, the in-car camera pilot project met the goals and objectives as outlined in the 2005 business case, and a determination was made that installation of video cameras in the marked cars would be of value to the Service. (Min. No. P144/07 refers)

Project Funding Chronology and Implications:

Funding (\$0.6M) for the original pilot project was included and approved in the Service's 2005-2009 capital program.

Based on the benefits that came out of the pilot, the decision was made to proceed with the Service-wide implementation of in car cameras in all front-line TPS vehicles. As a result, an additional \$10.4M was included and approved in the Service's 2006-2010 capital program for this project, bringing the total cost estimate for this project to \$11M, including the cost of the pilot.

Due to capital funding pressures, the funding for this project was subsequently reduced by \$2.3M in the 2007-2011 capital program approved by the Board and the City, resulting in a revised estimate of \$8.7M. The Board was advised that as a result of the lower funding, the scope of this project was being reduced from 450 marked cars to 140 traffic cars, that the roll-out of the remaining cars would be evaluated at a later date and that any additional funding required would be reflected in the Service's capital program (Min No. P91/07, refers).

Procurement Process for the In Car Camera System:

A Request for Proposal (RFP) was issued by the Service inviting proposals from qualified vendors to provide the products and services required for the implementation of up to 450 In Car Camera Systems suitable for law enforcement.

The RFP was released to the public on October 20, 2006, with a closing date of December 12, 2006. Copies of the RFP were issued to a total of 21 companies located in both Canada and the United States.

Vendors were instructed to submit inquiries and questions concerning the form and content of the RFP by December 1, 2006. By the proposal due date of March 8, 2007, five proposals were received. One proposal was subsequently disqualified and the remaining four proposals were provided to the ICC evaluation team for appraisal. The vendors that met the mandatory requirements of the RFP were:

- Panasonic Canada Inc.;
- IPT - VisionHawk;
- L3 Communications; and
- M.D. Charlton Co. Ltd.

The ICC evaluation team consisted of representatives from Divisional Policing Command and Information Technology Services (ITS), and the evaluation process was based on three criteria:

1. Compliance with Specifications and Supportability (60%)
2. Proposed Solution Cost (20%)
3. Bidder's Record of Performance and Stability (20%).

As a result of a detailed evaluation of the proposals, two of the vendors (M.D. Charlton and Panasonic Canada Inc.) were short-listed and invited to present their proposals to the evaluation team. Both vendors were asked to install their system, at their own cost, in three (3) vehicles for a test period of 90 days, starting in April 2007. Each vendor was expected to document and implement a fully functional, end-to-end solution. During the pilot, it became apparent that reliability and performance were key issues. A good part of the 90 day trial for the two short

listed vendors was therefore focused on determining which vendor best met the Service's expectations in these key areas.

The final evaluation process was based on four main criteria:

1. Compliance with Functional Specifications (20%)
2. Ability to transmit video securely from vehicle to division and ultimately to a central database (20%)
3. Data Management Capabilities (20%)
4. Performance, Reliability and Support (40%).

Panasonic Canada Inc. provided the best overall solution to the Service.

Conclusion:

Based on the positive results from the In Car Camera pilot project, an RFP for the purchase of up to 450 in car cameras systems was issued earlier this year. Four proposals met the mandatory requirements and two were short listed.

Based on the evaluation of the two short listed proposals, Panasonic Canada Inc. scored the highest in all categories, provided the lowest cost solution, and achieved the highest overall score. Accordingly, Panasonic Canada Inc. is being recommended as the vendor for the supply of up to 460 in car camera systems at a cost of up to \$4,661.039 including applicable taxes. An additional 10 units beyond the 450 identified in the business case and RFP for this project, are required for training (3), on-going testing (2) and spares (5).

While the Board was advised earlier this year that the reduced funding for this project would allow for the installation of cameras in only 140 vehicles, the Service will now install 168 cameras. It is also still committed to installing as many of the 460 cameras as possible within the reduced funding approved for this project, and with all necessary infrastructure and support. The increase in cameras to be installed has been made possible by consolidating storage requirements with the Digital Video Asset Management System (DVAMS) project that is in the process of being implemented, and an anticipated reduction in storage costs based on revised retention requirements. Once the infrastructure costs are confirmed, the Service will be in a position to determine how many in car camera systems beyond the 168 units, can be installed.

Deputy Chief Kim Derry, Divisional Policing Command, will be in attendance to answer any questions from the Board.

Deputy Chief Kim Derry, Divisional Policing Command, and Inspector Tom Russell, No. 41 Division, were in attendance and responded to questions about this report.

Dr. Mukherjee noted that in April 2007 the Board received the results of the 12 month in-car camera pilot project conducted by the Service. The Board was advised, at that time, that there were a number of factors which contributed to the ineffectiveness of the camera equipment which had been tested by the Service during the pilot project. The Board was further advised that the Service would evaluate equipment from two new vendors over a period of 90 to 100 days. The Chief was asked to provide a report upon the conclusion of the evaluation of the new equipment (Min. No. P144/07 refers).

At its meeting today, Dr. Mukherjee asked Deputy Chief Derry whether or not the foregoing report was the Service's response to the Board's request for a report on the evaluation of the new equipment as noted in Minute No. P144/07. Deputy Derry did not indicate whether or not the foregoing report was to be considered the Service's report on the evaluation of the new equipment.

The Board expressed concern at the large amount of funds that have been provided for the in-car camera program and that there have been no tangible or longstanding results. The Board asked Deputy Derry if, despite the glowing predictions that the cameras will work, the Service foresees any problems with the camera equipment.

Deputy Derry advised the Board that he is confident that the Panasonic equipment will work. Chief Blair advised the Board that he believes the Panasonic equipment meets the required technical specifications and that it will achieve the Service's goals.

The Board noted that the recommendations in the foregoing report did not seem consistent with the information provided to the Board during its discussions with Deputy Chief Derry. Chief Blair said that, upon review of the recommendations, he did not think the recommendations were as clear as he thought they should be. Chief Blair then asked the Board to refer the report back to him so that he could revise the recommendations and submit them in a new report for the next meeting.

Mr. Tony Veneziano, Chief Administrative Officer, advised the Board that there was a need to move forward with the recommendations today. He suggested some new language for each of the recommendations.

After Chief Blair and Mr. Veneziano clarified each of the recommendations with the Board, the Board received the foregoing report and approved the following revised and additional recommendations:

- (1) THAT the Board approve Panasonic Canada Inc. as the vendor of record, from January 2008 to December 2012, for the purchase of up to 460 In-Car Camera systems at a cost of up to \$4.661 million, including taxes;**
- (2) THAT the Board approve at this time the purchase of 168 cameras at a cost of \$1.8M, including taxes;**

- (3) **THAT the Board 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;**
- (4) **THAT the Chief, or his designate, notify the City Chief Financial Officer and Treasurer of the specific recommendations contained herein, pursuant to the requirements of Section 65 of the Ontario Municipal Board Act and Board Minute No. P84/03; and**
- (5) **THAT the Chief provide a report containing the schedule for:**
- **the acquisition of further in-car camera systems; and**
 - **the financial implications of and roll-out process for the total 460 in-car camera systems.**

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

#P9. LEGAL INDEMNIFICATION – CASE NO. CF/2007

The Board was in receipt of the following report December 03, 2007 from William Blair, Chief of Police:

Subject: LEGAL INDEMNIFICATION - CASE NO. CF/2007

Recommendation:

It is recommended that the Board deny payment of the legal account from Mr. Daniel Moore of Heller, Rubel Barristers (dated July 4, 2007) in the amount of \$1,280.48 for his representation of a Parking Enforcement Officer in a *Highway Traffic Act* matter.

Financial Implications:

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

Background/Purpose:

A Parking Enforcement Officer has requested payment of his legal fees for \$1,280.48 under the legal indemnification clause of the Civilian Unit “C” Collective Agreement. The purpose of this report is to recommend denial of the member’s claim.

Discussion:

This report corresponds with additional information provided on the Confidential Agenda.

Conclusion:

The member was not performing his duties in good faith when the on-duty accident occurred. As such, his claim for legal indemnification in the amount of \$1,280.48 does not meet the criteria of “*acts done in the attempted performance in good faith of his/her duties as a member of the Service*” pursuant to Article 27 in the Civilian Unit “C” Collective Agreement. Therefore, payment of the legal bill should be denied.

Mr. Eugene Kosziwka, Acting Manager, Labour Relations, will be in attendance to answer any questions that the Board members may have regarding this report.

The Board approved the foregoing report noting that additional information had been considered during the in-camera meeting (Min. No. C08/08 refers).

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

**#P10. LEGAL FEES -TORONTO POLICE SERVICES BOARD SUBMISSION
TO THE ONTARIO CIVILIAN COMMISSION ON POLICE SERVICES:
ENDING NOVEMBER 30, 2007**

The Board was in receipt of the following report January 08, 2008 from Alok Mukherjee, Chair:

Subject: LEGAL FEES - TORONTO POLICE SERVICES BOARD SUBMISSION TO
OCCPS

Recommendation:

It is recommended that the Board approve payment of the legal fees charged by Lenczner Slaght Royce Smith Griffin LLP in the amount of \$159.00.

Financial Implications:

The funding required to cover the cost of these legal fees is available within the Board's 2007 operating budget.

Background/Purpose:

Attached is a statement of account from the legal firm of Lenczner Slaght Royce Smith Griffin LLP for professional services rendered in connection with the above-noted matter. The attached account is for the period November 1, 2007 to November 30, 2007, in the amount of \$159.00.

Conclusion:

It is, therefore, recommended that the Board approve payment of this account from the Board's operating budget.

This report corresponds with additional information provided on the in-camera agenda.

The Board approved the foregoing report noting that additional information had been considered during the in-camera meeting (Min. No. C21/08 refers).

**LENCZNER SLAGHT ROYCE
SMITH GRIFFIN LLP**
BARRISTERS

Direct Line: (416) 865-3096
E-mail: tcurry@litigate.com

December 18, 2007

Mr. Alok Mukherjee
Toronto Police Services Board
40 College Street
Toronto, Ontario M5G 2J3

Dear Mr. Mukherjee:

Re: Toronto Police Services Association

Enclosed herewith please find our account for services rendered with respect to the above-noted matter during the period November 1 to November 30, 2007 which I trust you will find satisfactory. Should you have any questions, please feel free to give me a call.

Yours very truly,

J. Thomas Curry

:dh
Enc.

DATE RECEIVED

DEC 27 2007

TORONTO
POLICE SERVICES BOARD

**LENCZNER SLAGHT ROYCE
SMITH GRIFFIN LLP**
BARRISTERS

Toronto Police Services Board
40 College Street
Toronto ON M5G 2J3
Attention: Alok Mukherjee

Date: December 18, 2007

Our file #: 36298
INVOICE NO. 72245

Re: v. Toronto Police Services Association

TO PROFESSIONAL SERVICES RENDERED with respect to the above matter during the period from November 1 to November 30, 2007:

FEES:

TOTAL FEES	\$150.00
G.S.T. @ 6%	9.00

TOTAL TAXES

G.S.T. (Registration #: R133780817)	<u>9.00</u>
TOTAL BILL	\$159.00
TOTAL DUE AND OWING UPON RECEIPT	<u>\$159.00</u>

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

**#P11. LEGAL FEES – TORONTO POLICE SERVICES BOARD – CIVIL
ACTION INVOLVING MR. NORMAN GARDNER – ENDING OCTOBER
31, 2007**

The Board was in receipt of the following report January 08, 2008 from Alok Mukherjee, Chair:

Subject: LEGAL FEES - TORONTO - POLICE SERVICES BOARD ATS NORM
GARDNER

Recommendation:

It is recommended that the Board approve payment of legal fees charged by Torys LLP, in the amount of \$5,067.84.

Financial Implications:

The funding required to cover the cost of these legal fees is available within the Board's 2007 operating budget.

Background/Purpose:

Attached is a statement of account from the legal firm of Torys LLP for professional services rendered in connection with the above-noted matter. The attached account is for the month ending October 31, 2007, in the amount of \$5,067.84.

I have also appended a letter dated December 14, 2007, from Mr. Albert Cohen, City Solicitor, Legal Services, in which he recommends "*payment of this invoice as it is reasonable in my opinion.*"

I, therefore, recommend that the Board approve payment of this account from the Board's operating budget.

This report corresponds with additional information provided on the in-camera agenda.

The Board approved the foregoing report noting that additional information had been considered during the in-camera meeting (Min. No. C22/08 refers).



Anna Kinastowski, B.A., LL.B.
City Solicitor
Legal Services
Metro Hall, 26th Fl., Stn. 1260
55 John Street
Toronto, ON M5V 3C6
Tel. 416-392-8047
Fax 416-397-5624

Reply To: Albert H. Cohen
Tel: 416-392-8041
Fax: 416-397-5624
E-Mail: acohen0@toronto.ca

File No. 8404-A60-4879.06

December 14, 2007

Delivered by Regular Mail


Ms. Joanne Campbell
Executive Director
Toronto Police Services Board
40 College Street
Toronto, ON M5G 2J3

Dear Ms. Campbell:

Re: Toronto Police Services Board ats Norm Gardner

Enclosed please find account REF: 1154014/32032-2002 dated November 28, 2007 from Torys LLP for the period ending October 31, 2007, 2007. I recommend payment of this invoice as it is reasonable in my opinion.

Yours truly,


Albert H. Cohen
Director of Litigation

AHC:tt
Encl.

DATE RECEIVED

DEC 28 2007

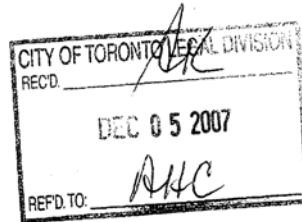
TORONTO
POLICE SERVICES BOARD

TORYS LLP
NEW YORK TORONTO

Suite 3000
79 Wellington St. W.
Box 270, TD Centre
Toronto, Ontario
M5K 1H2 Canada

Patricia D.S. Jackson
Direct Tel. 416.865.7323
tjackson@torys.com

TEL: 416.865.0940
FAX: 416.865.7980
www.torys.com



November 28, 2007

Mr. Albert Cohen
Metro Hall
25th Floor, Stn. 1260
55 John Street
Toronto, Ontario
M5V 3C6

Dear Mr. Cohen:

Re: Toronto Police Services Board ats Norm Gardner

I enclose our account for services rendered in connection with the above-noted matter for the period ending October 31, 2007, which I trust is satisfactory.

Yours very truly,

A handwritten signature in black ink, appearing to be "Trisha Jackson".

Trisha Jackson

PDSJ/fc
Enclosure

In Account With **TORYS** LLP
NEW YORK TORONTO

Suite 3000
79 Wellington St. W.
Box 270, TD Centre
Toronto, Ontario
M5K 1N2 Canada

TEL 416.865.0040
FAX 416.865.7380

www.torys.com

All accounts
are payable on receipt

GST registration number
R119420685

November 28, 2007

The Toronto Police Services Board
Metro Hall, 25th Floor
Stn. 1260
55 John Street
Toronto, Ontario
M5V 3C6

Attention: Mr. Albert Cohen

Re: Toronto Police Services Board ats Norm Gardner


TO PROFESSIONAL SERVICES RENDERED, for the period ending October 31, 2007 as described on the attached Schedule.

Fee		\$5,002.50
<u>Disbursements Subject to GST</u>		
Copies	\$5.58	
Laser Printing	<u>8.75</u>	14.33
GST		<u>301.01</u>
TOTAL		\$5,317.84
LESS AMOUNT TRANSFERRED FROM TRUST		<u>(250.00)</u>
BALANCE		<u>\$5,067.84</u>

TORYS LLP

Per: 

REF: 1154014/32032-2002


Alok Mukherjee

2008.01.03
Date

Please retain this copy
for your files

Interest at the rate of 4.80% per year, calculated on a daily basis,
will be charged on all accounts overdue one month or more.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

**#P12. QUARTERLY REPORT: TORONTO POLICE SERVICES BOARD
SPECIAL FUND UNAUDITED STATEMENT: JULY TO SEPTEMBER
2007**

The Board was in receipt of the following report November 02, 2007 from Alok Mukherjee, Chair:

Subject: QUARTERLY REPORT: TORONTO POLICE SERVICES BOARD SPECIAL
FUND UNAUDITED STATEMENT: JULY TO SEPTEMBER 2007

Recommendation:

It is recommended that the Board receive the report on the Toronto Police Services Board's Special Fund un-audited statement for their information.

Financial Implications:

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

Background/Purpose:

Per Toronto Police Services Board Policy and Directions (Board Minute #P157/05) expenditures shall be reported to the Board on a quarterly basis. This report is provided in accordance with such directive. The TPS Board remains committed in promoting transparency and accountability in the area of finance.

It is recommended that the Board receive this report in accordance with Toronto Police Services Board Policy and Directions (Board Minute #P157/05).

Discussion:

Enclosed is the un-audited statement of receipts and disbursements with respect to the Toronto Police Services Board's Special Fund for the period 2007 July 1 to 2007 September 30.

As at 2007 September 30, the balance in the Special Fund was \$623,133. During the second quarter, the Special Fund recorded receipts of \$35,343 and disbursements of \$130,788. There has been a net decrease of \$285,985 against the December 31, 2006 fund balance of \$909,118.

Auction proceeds have been estimated for the third quarter as the actual deposits have not yet been made. The proceeds totals will be adjusted in the fourth quarter report to actual deposited amounts. The Property and Evidence Management Unit of the Service and Rite Auction Limited continue their partnership in 2007. A 40% commission rate continues to apply to all auction proceeds earned.

Funds expended include Board approved contributions to the following Youth Programs:

- Through METRAC, to the 9 Heavens Healing Academy project for young men and women from Jane Finch neighbourhood schools for \$31,500;
- Through West Scarborough Neighbourhood Community Centre, to Chester Le Community Coalition's 'Dialogue Makes Difference' project for \$34,978; and
- CaribbeanTales, to stage the play "A Winter Tale", targeted to Toronto high school students for \$35,000.

Board members are reminded of the following significant standing commitments which require monies from the Special Fund both within and beyond 2007:

- Awards for Service Members, Civilian Citations
- Recognition of Long Service (civilian pins, 25 year watch event, tickets to retirement functions for senior officers)
- Recognition of Board Members who complete their appointments
- Shared Funding for athletic competitions with the Toronto Police Amateur Athletic Association

Conclusion:

Per Toronto Police Services Board Policy and Directions (Board Minute #P157/05), it is recommended that the Board receive the attached report.

The Board received the foregoing report.

THE TORONTO POLICE SERVICES BOARD SPECIAL FUND									
2007 THIRD QUARTER RESULTS WITH INITIAL PROJECTIONS									
PARTICULARS	2007							2006	COMMENTS
	INITIAL PROJ.	ADJUSTED PROJ.	JAN 01 TO MAR 31/07	APR 01 TO JUN 30/07	JUL 01 TO SEPT 30/07	OCT 01 TO DEC 31/07	JAN 01 TO DEC 31/07 TOTALS	ACTUAL	
BALANCE FORWARD	909,118	909,118	909,118	910,348	718,578	623,133	909,118	349,963	2007 projections are based on 2006 actual results. The adjusted projection is based on the results to date as at the quarter.
REVENUE									
PROCEEDS FROM AUCTIONS	300,000	250,000	63,418	59,925	42,376	0	165,719	285,438	Auction proceeds for the second quarter were estimated as no deposits have been made as of yet.
LESS OVERHEAD COST	(120,000)	(100,000)	(40,506)	(19,469)	(16,951)	0	(76,925)	(126,866)	The overhead cost is calculated as 40% of the proceeds based on the Rite Auctions agreement.
LESS RETURNED AUCTION PURCHASE	0	0	0	0	0	0	0	0	
UNCLAIMED MONEY	50,000	100,000	8,457	41,340	2,024	0	51,820	745,036	PEMU continues to clear out unclaimed cash to the Special Fund if rightful owners are not located.
LESS RETURN OF UNCLAIMED MONEY	0	0	0	(823)	0	0	(823)	0	
INTEREST	12,500	23,000	2,536	9,032	8,054	0	19,622	12,739	Interest income is based on the average monthly bank balance. The activity fee includes bank service charges and the activity fee allocation.
LESS ACTIVITY FEE	(280)	(240)	(13)	(49)	(161)	0	(223)	(219)	
LESS CHEQUE ORDER	(100)	(100)	0	0	0	0	0	0	
SEIZED LIQUOR CONTAINERS	3,500	540	273	0	0	0	273	3,447	
OTHER	0	0	0	0	0	0	0	0	
TOTAL REVENUE	245,620	273,200	34,165	89,956	35,343	0	159,464	919,575	
BALANCE FORWARD BEFORE EXPENSES	1,154,738	1,182,318	943,263	1,000,304	753,921	623,133	1,068,582	1,269,558	Rounding can impact the reported amounts from quarter to quarter and year to year. Rounding differences are not significant.
DISBURSEMENTS									
POLICE COMMUNITY INITIATIVES									
SERVICE									
CPLC & COMM. OUTREACH ASSIST	29,000	28,000	0	28,000	0	0	28,000	22,427	Police Community initiative payments are made at various times during the year based on Police Services Board approval.
UNITED WAY	8,000	4,000	0	4,000	0	0	4,000	8,000	
OTHER	47,000	78,600	27,000	12,300			39,300	15,800	
COMMUNITY									
RACE RELATIONS	0	7,000	0	3,512	0	0	3,512	0	
VICTIM SERVICES PROGRAM	0	100,000	0	100,000	5,000	0	105,000	5,000	
BLACK HISTORY MONTH	2,000	3,500	3,500		0	0	3,500	2,000	
VARIOUS ORGANIZATIONS	50,000	50,000	0	6,700	5,629	0	12,329	12,731	
TPAAA ASSISTANCE	400	30,000	400	14,400	0	0	14,800	5,400	
FITNESS FACILITIES	0	25,000		12,245			12,245	0	Dotmar Athletics
FUTURES PROGRAM - YOUTH PROGRAMS	100,000	130,000	0	61,460	101,478	0	162,938	180,000	9 Heavens Healing Academy, Chester Le Community CaribbeanTales
RECOGNITION OF SERVICE MEMBERS									
AWARDS	35,000	35,000	0	6,583	15,374	0	21,957	32,627	Award and recognition ceremonies for Police Officers
CATERING	20,000	20,000	0	360	2,811	0	3,171	18,167	Civilians, Crossing Guards, and Auxiliary Members.
RECOGNITION OF COMMUNITY MEMBERS									
AWARDS	16,000	16,000	0	6,198	0	0	6,198	16,082	Award and recognition ceremonies for Community
CATERING	7,000	7,000	0	5,783	0	0	5,783	7,328	Members/Citizens.
RECOGNITION OF BOARD MEMBERS									
AWARDS	52	100	52	0	0	0	52	0	
CATERING	2,000	3,200	1,632	0	0	0	1,632	0	
CONFERENCES									
BOARD									
COMM. POLICE LIAISON COMMITTEES	7,000	7,000	0	7,040	0	0	7,040	6,400	
ONT. ASSO. OF POLICE SERVICES BOARD	5,500	5,500	0	5,500	0	0	5,500	5,500	
CDN ASSO. OF POLICE SERVICES BRDS	0	0	0	0	0	0	0	0	
OTHER	0	0	0	0	0	0	0	12,496	
DONATIONS									
IN MEMORIAM	500	1,000	200	400	0	0	600	100	
OTHER	500	100	0	0	0	0	0	100	
DINNER TICKETS	5,000	5,000	150	1,000	495	0	1,645	5,390	Dinner tickets includes retirements as approved on BM 414/95
AUDIT FEE	8,000	8,000	0	6,245	0	0	6,245	6,892	The audit fee is based on a contracted amount which expires after the 2007 year end.
TOTAL DISBURSEMENTS	342,952	564,000	32,935	281,726	130,788	0	445,449	360,440	
SPECIAL FUND BALANCE	811,786	618,318	910,348	718,578	623,133	623,133	623,133	909,118	

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

#P13. DEVELOPMENT OF THE 2009-2011 BUSINESS PLAN

The Board was in receipt of the following report January 14, 2008 from William Blair, Chief of Police:

Subject: DEVELOPMENT OF THE 2009-2011 BUSINESS PLAN

Recommendation:

It is recommended that the Board approve the process for the 2009 - 2011 Business Plan.

Financial Implications:

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

Background/Purpose:

At its meeting in August 2007, the Board requested that the Chief, in consultation with the Chair, propose a joint Board/Command process and timeline for the development of the 2009-2011 Service Priorities and Business Plan (Min. No. P271/07 refers).

In accordance with Ontario Regulation 3/99, the Adequacy and Effectiveness of Police Services, and in accordance with the policy of the Toronto Police Services Board, a business plan must be approved by the Board and published at least once every three years. The business plan shall include information on the objectives, core business and functions of the police service, quantitative and qualitative performance objectives and indicators, information technology, resource planning, and police facilities.

The current Business Plan and Service Priorities were approved by the Board for the period 2006 to 2008. A new plan and priorities must, therefore, be approved by the Board no later than December 2008.

Discussion:

In general, the Toronto Police Service's strategic planning process necessarily takes place within the framework of the Vision and Mission Statements, and the requirements outlined in the *Police Services Act* and its regulations. Below is an outline of the process used for developing the previous Service business plans, adapted so that the Chair and Chief jointly host all consultations and to accommodate greater participation by the Board and Senior Management Team. Proposed timelines for the 2009-2011 Business Plan are also provided.

A full scanning process provides the foundation for the development of the Service business plan, and for the development of the priorities and goals, in particular. In preparation for the development of the 2009-2011 priorities and goals, the Service's Corporate Planning unit has begun preparing for the comprehensive review of the environment that results in the full Environmental Scan document. The Scan examines both external factors (such as changes in crime, demographic, social, and urban trends, new legislation and government policy, and technological changes – looking for new public safety problems and/or changing community needs or concerns) and internal factors (such as changing human resource, finance, and service delivery issues – looking for changes which can influence the need for and/or availability of police resources).

A large part of the scanning process involves consultations and input from both members of the Service and members of the community. The main points of focus for all consultations, internal and public, are emerging or growing issues that could present challenges for service delivery and current issues that require enhanced or continued Service attention. The issues raised at the consultations provide areas of further research within the scanning process and possible areas for the development of Service goals.

The proposed plan includes:

Internal Consultation: (January and February 2008)

All internal consultations will be jointly hosted by the Chair and the Chief. Once finalized, the consultation schedule will be sent to all Board members and all Senior Management Team members so that they can attend as well. It is expected that each consultation, depending on scheduling and availability, will be approximately three hours in length.

There will be three open forums for Service members – one for officers, one for civilians, and one for senior officers (uniform and civilian). In addition, there will be three invited consultations – one with representatives from Divisional Policing Command, one with representatives from Specialized Operations Command, and one with representatives from Executive, Human Resources, and Administrative Command.

In addition, general input from Service members will be solicited through a question on the TPS Intranet and through the annual personnel survey.

External Consultation: (March and April 2008)

Again, all external consultations will be jointly hosted by the Chair and the Chief. Once finalized, the consultation schedule will be sent to all Board members and all Senior Management Team members so that they can attend as well. It is expected that each external consultation, depending on scheduling and availability, will be approximately two to three hours in length.

There will be one to two consultations with municipal Councillors, depending on the number of Councillors who wish to present. There will be four open public forums held in different areas of the city. There will be one invited consultation for representatives of other law enforcement or criminal justice system agencies. There will be one invited consultation with representatives of the public and private sectors (e.g. education, social/community services, government, business, health, etc.). There will be one consultation with the chairs of the divisional Community Police Liaison Committees. And, there will be one consultation with members of the Chief's Community Advisory Council, including the Youth Advisory Council, and the chairs of Community Consultative Committees.

Community input will also be solicited through the TPS Internet site, and through the general community survey and other surveys conducted by Corporate Planning (community agency workers, high school students, school administrators and teachers, and the media).

Business Plan Development:

Once the consultation process has been completed, a working group (comprised of representatives as selected by the Chair and the Chief from Board members and Senior Management Team members) should be formed in late April 2008 to begin to develop the 2009-2011 Service priorities, goals, and performance indicators. Summaries of the public and internal consultations, highlighting issues of concern – both current and emerging – will be provided to this group around the end of May 2008.

A draft of the full Environment Scan document, with the consultation information incorporated, will be prepared for July 2008. All the information gathered – through consultation and research – will be assessed to determine current challenges, as well as future issues and trends that could affect Service members, service delivery, demands made on the Service, and/or Service ability to meet those demands. The full Scan document will be finalized for the September 2008 Board meeting.

Using the community and Service member input, the implications outlined in the Scan document, and their own experiences/information, the working group will draft the 2009-2011 Service priorities, goals, and performance indicators. The final draft will go to the October 2008 Police Services Board meeting for approval.

It should be noted that the priorities outline the general areas of challenge the Service will focus on, while the goals represent more specifically what the Service aims to achieve. The goals do not represent all of policing, nor do they mean that issues not specifically mentioned will be ignored. The priorities and goals simply represent those areas within the Service's mandated responsibilities to which special emphasis will be given. A number of areas that must be addressed are specified by the Adequacy Standards regulation (i.e., crime prevention, community patrol, criminal investigation, community satisfaction, emergency calls for service, violent crime, property crime, youth crime, police assistance to victims, and road safety).

Once draft areas for the priorities and goals have been agreed upon, they will be provided to Human Resources, Finance & Administration, Information Technology Services, and Facilities Management for use in drafting their sections of the 2009-2011 Business Plan. Similarly, the draft information will be provided to each member of the Senior Management Team who will be co-ordinating Service activities under a goal; this will allow strategy development to also begin as soon as possible.

The complete 2009-2011 Business Plan will be provided at the December 2008 Police Services Board meeting for final approval.

Conclusion:

This proposed process will allow members of the Board and members of the Service's Senior Management Team to have substantive input into the setting of priorities and the development of the business plan. It also provides a mechanism to ensure that both members of the community and members of the Service are consulted in a focused, meaningful and inclusive manner.

Deputy Chief Jane Dick, Executive Command, will be in attendance to answer any questions that the Board may have regarding this report.

Mr. Don Bevers, Manager, and Ms. Carrol Whynot, Senior Planner, Corporate Planning, were in attendance and delivered a presentation to the Board on the 2009-2011 business planning process.

The Board approved the foregoing report and thanked Mr. Bevers and Ms. Whynot for the informative presentation. The Board also approved the following Motion:

THAT, in order to ensure that the contribution of Police Services Board members is maximized, the Chief ensure that all aspects of the business planning process are carried out in consultation and collaboration with the Chair.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

**#P14. MEMORANDUM OF UNDERSTANDING – TTC CCTV CAMERAS &
SIMILAR FUTURE OPERATIONAL AGREEMENTS**

The Board was in receipt of the following report December 10, 2007 from William Blair, Chief of Police:

Subject: MEMORANDUM OF UNDERSTANDING WITH THE TORONTO TRANSIT
COMMISSION FOR REMOTE ACCESS TO, AND USE OF, IMAGES FROM
THE TTC'S CLOSED CIRCUIT TELEVISION CAMERAS

Recommendations:

It is recommended that:

- (1) The Board approve the attached Memorandum of Understanding (MOU) between the Toronto Transit Commission (TTC) and the Board regarding access to and use of images from the TTC's Closed Circuit Television (CCTV) cameras; and
- (2) The Board grant authority to the Chief of Police to execute this and future operational agreements that contain typical indemnification provisions, subject to approval as to form by the City Solicitor.

Financial Implications:

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

Background/Purpose:

The TTC has established, for safety and security purposes, a network of video recording equipment, including but not limited to CCTV cameras ("TTC Video Recording System"), throughout its subway system. As part of the TTC Video Recording System, the TTC has agreed to provide the Service with remote access to its CCTV local area network to monitor and/or retrieve video images from TTC locations on the terms and conditions set out in the MOU.

Discussion:

In 2004, the TTC moved the CCTV cameras from an analogue videotape system to a digital system. At that time, Mr. John Sandeman of Video Services was seconded to work with the TTC, on behalf of the Toronto Police Service (TPS), to provide his expertise and input.

Currently, the TTC has CCTV cameras located at College Park, Victoria Park and Union subway stations. It is anticipated that within the next year the remaining stations will have these cameras in place. The CCTV system records images for a period of 72 hours. The images are then erased. By permitting the TPS access to recorded images and transferring them into the TPS' Digital Video Asset Management system, investigators are able to secure footage that may form part of an investigation.

In the past, investigators relied on retrieved videotapes that were often damaged or worn out. The Victoria Park Station homicide that occurred in 1995 is an example of how lost footage delayed an investigation. By moving to the digital system and allowing the TPS to access the TTC Video Recording System, investigators are able to monitor and/or retrieve images from a reliable source and are not restricted by unreasonable timelines.

Like many agreements, this MOU is almost entirely operational in nature; however, given that the TTC is allowing access to its Video Recording System, it understandably wants to ensure that the Service is responsible for any damage caused by or arising from the Service's use of the System. Therefore, the MOU contains a typical indemnification provision that obligates the Service to indemnify the TTC for that damage. That is the sole exception to the otherwise operational nature of the MOU and creates the potential for liability in an unknown amount. As a result, although it is unlikely to arise, the MOU imposes potential financial obligations on the Board that require Board authority. Consequently, the document was forwarded to the City Solicitor for review and has since been approved as to form.

The inclusion of indemnification provisions are standard in agreements in this type of situation, but often create difficulty in embarking upon operational initiatives because of delays caused by the requirement for Board approval prior to execution.

In light of this, it is recommended that the Board grant authority to the Chief to execute this and future operational agreements on behalf of the Board. To ensure that the Board is adequately protected, each future agreement would also be forwarded to the City Solicitor for review and approval as to form. In all circumstances, the Chief would defer to the City Solicitor if the City Solicitor determined the Board should execute, or be made aware of, the agreement. Granting this authority would prevent the delays caused by having to seek Board approval on a case-by-case basis.

Conclusion:

The TTC and the TPS work together in partnership to improve safety and security and to investigate crimes. The execution of the attached agreement would further this partnership and assist them in this endeavour. As this agreement is operational in nature, I recommend that the Board approve the attached agreement and authorize the Chief to execute this and future operational agreements that have been approved as to form by the City Solicitor.

Deputy Chief Jane Dick, Executive Command, will be in attendance to answer any questions the Board may have regarding this report.

Mr. John Sandeman, Manager, Video Services, and Mr. George Cowley, Director of Legal Services, were in attendance and responded to questions about this report.

The Board expressed concerns about the language in the MOU as it relates to policies governing the Service's use of CCTV's and the conditions for monitoring and collecting images captured by the TTC cameras.

The Board also inquired about the circumstances in which the Service would need to execute future operational agreements that contain indemnification provisions.

Following a discussion regarding these issues, Acting Chief Jane Dick recommended that the report be referred back to the Chief of Police so that it could be reviewed according to the concerns expressed by the Board and that a revised report would be submitted for the March 2008 meeting which addresses the concerns.

The Board referred the report back to the Chief of Police and noted that a revised report would be submitted for the March 2008 meeting.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made in quadruplicate as of the 14th day of December, 2007 (the “Effective Date”).

BETWEEN:

TORONTO TRANSIT COMMISSION
(hereinafter “TTC”)

– and –

TORONTO POLICE SERVICES BOARD
(hereinafter “TPS”)

DEFINITIONS

1. In this MOU:

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

“CCTV” means closed circuit television;

“Communication Equipment” is defined in Section 5;

“Computer” is defined in Section 3;

“DVR” means digital video recorder;

“Fibre Optic Cable” is defined in Section 5;

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

“MOU” means this Memorandum of Understanding as between TTC and TPS;

“Parties” means both of TTC and TPS;

“Remote Access” is defined in Section 2;

“TPS” means the Toronto Police Services Board and includes its officers, employees and agents.

“TTC” means the Toronto Transit Commission and includes its officers, employees and agents.

“TTC Captured Images” is defined in Section 2;

“TTC Video Recording System” is defined in Section 2;

PURPOSE

2. The TTC has established, for safety and security purposes, a network of video recording equipment, including but not limited to CCTV cameras, throughout its subway system (“TTC Video Recording System”). As part of the TTC Video Recording System, the TTC has agreed to provide TPS with remote access to the TTC’s CCTV local area network (“Remote Access”) to monitor and/or retrieve video images from select locations throughout the TTC subway system (“TTC Captured Images”) on the terms and conditions as set out in this MOU.

EQUIPMENT & MAINTENANCE

3. TTC agrees to provide TPS with one (1) desktop computer (“Computer”) to be used solely for the purposes of Remote Access. TPS shall not use the Computer for any other purpose. TPS shall be responsible for any and all maintenance and repair of the Computer. Should the Computer require replacing or should TPS require additional computers, TPS shall be responsible for all costs with respect to purchasing a replacement or additional computer, save and except if such replacement computer is required solely as a result of the TTC upgrading or changing the TTC Video Recording System.
4. Should TPS need to replace the Computer or add an additional computer(s), TPS shall notify TTC – Head of Communication Services, SEC Engineering at 416-292-2922 in order to ensure that proper access privileges and permissions are provided.
5. TTC will provide TPS with communication equipment consisting of an Ethernet media converter with two (2) 10/100 Mb/s ports and one (1) multimode birg port (“Communication Equipment”) and fibre optic cable from College Station to TPS headquarters, 11th floor communication room (“Fibre Optic Cable”) for the Remote Access. TTC grants TPS a license to use two (2) multimode fibre strands from the Fibre Optic Cable. Any repairs to the TTC Communication Equipment or Fibre Optic Cable shall be the responsibility of TTC, save and except that first line diagnosis shall be the responsibility of TPS as follows:
 - (a) If the Fibre Optic Cable or Communication Equipment is shown to be faulty, as indicated on the Communications Equipment status lights as Power ON and Port 3 Lk/Act OFF, TPS will contact TTC transit control at phone number 416-393-3444. TTC will verify that the Fibre Optic Cable link or Communication Equipment is faulty and will report back to TPS with a repair time commitment. It is understood and agreed that all installation, maintenance and repair of Fibre Optic Cable and Communication Equipment shall be carried out and performed by the TTC, its employees and/or contractors

6. TTC hereby grants TPS a license for the term of this MOU of an indefeasible right to use (“IRU”) the Fibre Optic Cable and Communication Equipment as more particularly set out in Section 5 above. TPS shall not be permitted to assign, sublicense, sublease or otherwise transfer any right, title or interest in the Fibre Optic Cable or Communication Equipment to any person without the prior written consent of the TTC, which consent may be unreasonably withheld.
7. All equipment, unless expressly stated otherwise in this MOU, which is required by TPS for Remote Access shall be the responsibility of TPS.

PERMITTED USE OF REMOTE ACCESS

8. TPS acknowledges and agrees that it will keep the Computer software application in the logged-out state unless it is actively in use. When login is required, the purpose shall be noted each time for audit purposes in a logbook as described in Section 12 below. The TTC’s Video Recording System will maintain a log of all login activity, including length of time logged-in.
9. TPS shall not alter the network settings on the Computer (or any replacement computer or any additional computer) unless given explicit instructions to do so by the TTC.
10. TPS will not connect any other device to the Communication Equipment without the prior written consent of the TTC.
11. To ensure only authorized computers connect to the TTC Video Recording System, TTC may use such measures to control unauthorized connections, including, but not limited to, MAC address permissions.
12. TPS agrees to maintain appropriate logs with respect to any and all Remote Access by TPS (both recorded and live monitoring). The logs shall include, but not be limited to authorized staff that have collected, used or disclosed the TTC Captured Images, date, time and activity for each access to a DVR. The logbook(s) must remain in a safe and secure location at all times and shall be produced to the TTC, upon reasonable notice, for audit purposes.
13. TPS agrees that Remote Access shall only be permitted for law enforcement or public safety purposes. No other uses are permitted, without the express written consent of the TTC.

USE OF TTC CAPTURED IMAGES

14. TPS shall ensure that all TTC Captured Images accessed by TPS through the use of Remote Access are collected, used and disclosed in accordance with MFIPPA and TPS policies.
15. Any TTC Captured Image collected or retrieved by TPS through the use of Remote Access shall remain in the custody and control of TPS.

16. Any TTC Captured Image disclosed to TPS or by TPS through the use of Remote Access shall remain in the custody and control of TPS.
17. TPS acknowledges and agrees that all access to TTC Captured Images shall be restricted to authorized TPS personnel who require access to perform their employment responsibilities.
18. TPS shall ensure that it has a written policy/directive regarding conditions for the monitoring, collection, use and disclosure of TTC Captured Images through the use of Remote Access. Should there be a conflict between the TPS policy and this MOU, this MOU shall govern.
19. If TPS becomes aware of any unauthorized access or disclosure of a TTC Captured Image in contravention of this MOU, it shall immediately notify the TTC Chief Special Constable. If required, the TTC Chief Special Constable shall notify the Information and Privacy Officer of Ontario.

SUSPENSION OF SERVICES

20. TTC may, at any time, upon 48 hours notice, suspend TPS' Remote Access, at its sole discretion. In cases of emergency, the TTC may immediately suspend TPS' Remote Access and TTC will make best efforts to advise TPS of such suspension.

TERMINATION

21. The Parties agree that either Party may terminate this MOU, without liability, upon ninety (90) days notice to the other Party.
22. Notwithstanding Section 21, TTC may terminate this MOU at any time in the event that TPS breaches any term or provision of this MOU.
23. Upon termination and if requested by TTC, at its sole discretion, TPS agrees to return the Computer and any TTC Supplied Equipment, if practical, to the TTC. This Section 23 shall survive termination of this MOU.

INDEMNITY

24. TPS shall indemnify and save and hold harmless the TTC, its Commissioners, officers and employees (collectively "Indemnified Parties") from and against all loss, liability, damages, expenses and costs which the Indemnified Parties may incur, related to or arising from this MOU, including the collection, use and/or disclosure of TTC Captured Images, except for those that arise from the negligent acts or omissions or willful misconduct of the Indemnified Parties or any of them. If as a result of the parties entering into this MOU, the Indemnified Parties are, without fault on their part, made a party to any litigation, except for litigation commenced by TPS against the TTC, TPS shall protect, indemnify and hold harmless the Indemnified Parties and shall pay all costs, expenses and reasonable legal fees that may be incurred by the Indemnified Parties as a result of such litigation. This Section 24 shall survive termination of this MOU.

NOTICE

25. Unless expressly stated otherwise in this MOU (see Sections 4 and 5), all correspondence or notices made pursuant to this MOU shall be made in writing and addressed as follows:

(a) TTC:

Toronto Transit Commission
1900 Yonge Street
Toronto, ON
M4S 1Z2

Fax No. 416-485-9394
Attention: General Secretary

(b) TPS:

Toronto Police Service
40 College Street
Toronto, ON
M5G 2J3

Fax No. 416-808-8182
Attention: Unit Commander, Video Services Unit

Any such notice or other communication shall be deemed to have been given and received, if delivered, on the day on which it was delivered, if before 5:00 p.m. on a Business Day and if not on the next Business Day, if transmitted by telefax on the day of transmission and acknowledged receipt, if before 5:00 p.m. on a Business Day and if not on the next Business Day, and, if mailed, on the fifth Business Day following the day on which it was mailed (except in the case of any actual or anticipated disruption of the postal service, when notices shall be delivered or transmitted by fax).

MISCELLANEOUS

26. TPS acknowledges and agrees that the TTC does not make any representations or warranties with respect to the availability or quality of the images obtained through the TTC Video Recording System and or Remote Access. TTC does not provide any guarantee of uninterrupted access to the TTC Video Recording System, however TTC will make best efforts to notify TPS, in advance, of any planned outages and their duration. TTC will attempt to accommodate, if possible, any TPS request to delay a planned outage.

27. The Parties agree that this MOU may be reviewed periodically at the request of either Party.

28. This MOU may be amended at any time by the mutual consent of the Parties. All amendments shall be made in writing and signed by both Parties.

29. No action or failure to act by TTC shall constitute a waiver of any rights afforded to TTC under this MOU nor shall any action of failure to act constitute an approval of or acquiescence, except as may be specifically agreed in writing.

IN WITNESS WHEREOF, the TTC and TPS have respectively executed and delivered this MOU as of the date set out above.

Date: _____

TORONTO TRANSIT COMMISSION

Per: _____

Name:

Title:

c/s

Per: _____

Name:

Title:

I/we have authority to bind the corporation

Date: _____

TORONTO POLICE SERVICES BOARD

Per: _____

Name:

Title:

c/s

I/we have authority to bind the Board

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

**#P15. PAID DUTY AND SPECIAL EVENTS REQUIREMENTS, PRACTICES
AND IMPACTS**

The Board was in receipt of the following report January 08, 2008 from William Blair, Chief of Police:

Subject: PAID DUTY AND SPECIAL EVENTS REQUIREMENTS, PRACTICES AND
IMPACTS

Recommendations:

It is recommended that the Board forward a copy of this report to the City's Budget Committee for information at its meeting of February 25, 2008.

Financial Implications:

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

Background/Purpose:

At a meeting with the City Chief Administrative Officer and Chief Financial Officer, the issue of ever increasing paid duties and their impact on City Departments was raised. The Chief provided a verbal update, but a briefing note on this subject was requested. The official request from the City reads:

“The Toronto Police Service is to provide a briefing note on their Paid Duty and Special Events requirements, practices and impacts.”

The Chief agreed that providing information on policies of when we assign paid duty versus regular duties, who sets the rates, how (if) these policies have changed, when officers must be used, etc. in a Board report would answer many of these questions.

The following information is provided in response to the above request.

The Toronto Police Service (TPS) is committed to ensuring that policing services are delivered in a manner that best serves the needs of the citizens of Toronto. As part of this commitment, the TPS has developed a paid duty system whereby members of the private sector and the community can obtain the services of off duty police officers. This system provides an opportunity for organizations (referred to as clients) to hire off duty police officers, at their own expense to perform policing duties at private events or activities where the presence of a police officer is deemed necessary. These private events or activities can include but are not limited to

construction sites, funeral escorts, wide load escorts, traffic direction, road closures, television and movie film locations, fundraisers, security at special events, specific locations and sporting events.

Police officers who are hired for paid duty assignments are considered to be on duty for the purposes of governance under the *Police Services Act*, TPS Service Governance, and the Uniform Collective Agreement.

Determining On-Duty and/or Paid Duty Status at Special Events

Toronto Police Service Procedure 20-15 (Special Events) clearly outlines the criteria to be followed when determining whether on duty or paid duty officers will be deployed at a special event. The following criteria shall be applied when making the final determination:

- i. Paid duty personnel shall be employed for events where any of the following apply:
 - Access is restricted or where an admission or participation fee is involved;
 - The nature of the event will result in revenue being generated by sponsors or other individuals directly or indirectly involved with the event (e.g. street festivals, fundraisers, promotions);
 - Sites, locations or events sponsored by a community-based organization where beer/liquor is being served, (e.g. beer tents, etc.), if the event organizers have requested officers for the specific purpose of providing security at the site, location or event.
- ii. Where the criteria contained in item i does not apply, on-duty personnel may be deployed at the discretion of the unit commander, for events where:
 - Access is NOT restricted, but open and intended for the general public;
 - The event is sponsored by a community-based, non profit organization;
 - Resources are available from within the host unit without external support and this status is not expected to change in the future for other similar events.
- iii. Where an event is sub-divided into components that individually fit the criteria contained in items i or ii above:
 - On-duty personnel will be used for the unrestricted or community-based portion;
 - Paid duty personnel shall be used for the areas with limited access, admission or participation fees and/or the revenue generating site.

NOTE: *Arrangements for policing the Canadian National Exhibition (CNE) shall be negotiated with the CNE Board of Governors on a yearly basis and are not limited to the criteria outlined above.*

Determination of Required Officers

The unit commander of the division within which the paid duty occurs shall, in consultation with the client, determine the appropriate number of police officers required to adequately police the event, (having regard to the criteria categories listed below). The unit commander shall retain the final determination on the number of personnel required and may refuse paid duty policing service where there are overriding safety concerns.

Nothing precludes a client from hiring additional paid duty officers beyond any legislative requirement, providing the required additional duties are in keeping with Service policy.

Auxiliary members shall not be deployed in an area where only paid duty officers are being employed.

Supervisory Requirements

- I. When four (4) or more police officers are assigned to a paid duty, such officers shall be supervised by a paid duty sergeant/detective.
- II. When ten (10) or more police officers are assigned to a paid duty, such officers shall, in addition to a sergeant/detective, be supervised by a paid duty staff sergeant/detective sergeant.
- III. Where the number of police officers being supervised exceeds fifteen (15), staff/detective sergeants are entitled to an increased rate of pay.

Other Determining Factors – On Duty versus Off Duty Personnel

There are many other factors that help determine whether on duty or paid duty police officers will be deployed. The following is a summary of some of the most common determining factors:

Traffic Direction

In many cases the special event in question requires the direction of traffic on a public street or highway. The *Highway Traffic Act*, Section 134 (1) clearly stipulates that only a police officer can perform this function on a public street or highway. Therefore in these situations, it would necessitate the use of paid duty police officers.

Road Closures

In the case of a special event where organizers have requested a road closure from the City of Toronto, such closure will be staffed by paid duty police officers. The exception to this policy would be a road closure required for an emergency situation (police initiated) and not to simply coincide with the event. Road closures intended to facilitate special events can last for several hours and in some cases several days. These closures are often obtained to allow vendors and beer gardens to be positioned on the actual roadway. The majority of these special events also

have a component of on-duty police officers assigned to keep the peace within the boundaries of the event.

Parades

Each year, the Toronto Police Service on behalf of the Toronto Police Services Board, issues approximately 400 parade permits under the authority of By-law No. 71. The majority of these parades are policed by on duty personnel. On occasion there will be circumstances where limited police resources are available. When this occurs, organizers are provided the opportunity to change the date or times of the parade to better facilitate the participation of on duty officers. When this is not feasible or the organizers are unwilling to do so, it necessitates the hiring of paid duty officers in order for the event to continue.

Paid duty officers are also used at parades to provide additional security at formation or dispersal areas, or to facilitate special requests along the parade route, such as at beer gardens or the Caribana Festival.

City of Toronto Permits

The City of Toronto is responsible for issuing permits for film locations, road closures and events in public parks. When issuing these permits, the city includes a condition that the permit holder must hire paid duty police officers or arrange for adequate policing with the Toronto Police Service. If the permit holder does not comply with the conditions of the permit it could invalidate their permit.

Emergency and Non-Emergency Situations

In conjunction with officials from the Ministry of Labour and the City of Toronto Transportation Services, Traffic Services has developed guidelines governing the use of on duty and paid duty police officers involved in the direction of traffic in emergency and non-emergency situations.

Emergency Service is deemed to be any unscheduled maintenance where:

- Public safety or health is threatened;
- Immediate action is required;
- The public is without an essential service.

A representative from the responding utility must attend as soon as possible at the scene of any emergency work site in order to assess the situation and make a determination regarding necessary repairs and the timelines required to complete these repairs.

In situations where the necessary emergency repairs can be completed within three hours of the Toronto Police Service receiving a request to attend the location, a regular on-duty police officer will assist at the site, subject to the exigencies of the Service. In the event of an emergency repair projected to take in excess of three hours to complete, a paid duty police officer shall be

ordered immediately and the on-duty officer shall remain on location until relieved by the paid duty officer.

All regularly scheduled maintenance requests will be staffed by paid duty police officers.

The guidelines surrounding emergency and non emergency situations are presently under review by the City of Toronto and the Toronto Police Service. Members of Legal Services, Corporate Planning and the Centralized Paid Duty Office are meeting with representatives from the City of Toronto to review and update guidelines, to ensure they are more inclusive of all City of Toronto departments.

Paid Duty Rates

Police officers who agree to perform paid duty assignments are not scheduled to perform regular duties. Arrangements for the officer are made through the Central Paid Duty Office and the officers performing the service are paid by the client. The rate of pay that police officers are paid for these off duty assignments is set by the Toronto Police Association under the authority of the Uniform Collective Agreement (Article 20 - Special Service Pay). This section of the Agreement states “the rate to be paid to each member for special services requested of the Service, for control of crowds or any other reason shall be determined by the Association, and the Board shall be advised by the Association of the said rate when determined or of any change therein.”

In correspondence dated November 13, 2007, the Toronto Police Association advised the Police Services Board of an increase in the hourly paid duty rate effective January 1, 2008. The following are the new rates:

Constables (all classifications)	\$62.50 (minimum \$187.50)
Sergeant (when in charge of 4 or more police officers)	\$70.50 (minimum \$211.50)
Staff Sergeants (when in charge of 10 or more police officers)	\$77.50 (minimum \$232.50)
Staff Sergeants (when in charge of 15 or more police officers)	\$79.50 (minimum \$238.50)

When an officer assigned to a paid duty works a portion of an hour in excess of the three hour minimum, payment will be made at the established hourly rate.

Additional Charges

In order to fulfil some paid duty requests, it may be necessary for the client to pay for police equipment to be used by the officers while performing their duties. The following is the current hourly rate for police equipment:

- Motorized vehicles/motorcycle \$37.38 per hour (minimum of 3 hours)
- Motorized boat \$350.47 per boat (for the first 3 hours)

- Rowboat \$105.61 per boat (for each subsequent hour)
- Trailer or bicycle \$53.27 per assignment
- Horse or dog \$21.50 per assignment
- Horse or dog \$53.27 per assignment

In addition to the rate of pay owed to the officer(s) or additional equipment user fees, the Toronto Police Service also charges an administrative fee of 15% on the total cost of police officers for each paid duty. A further charge of 5% (GST) will be applied to the administrative fee and use of police equipment.

Five-Year History of Paid Duties

	2003	2004	2005	2006	2007 (projected)
Paid Duty Amounts to Officers (estimated based on Administration Fee)	\$12,034,310	\$19,456,132	\$18,074,134	\$21,463,504	\$23,136,000
Paid Duty Administration Fee	\$1,805,146	\$2,918,420	\$2,711,120	\$3,219,526	\$3,471,000
Paid Duty Equipment Rental	\$639,800	\$1,034,632	\$820,917	\$898,840	\$1,078,000

Included within the 2007 projected figures above are total projected billings of approximately \$600,000 for the TTC, \$300,000 for Toronto Hydro and \$400,000 for other various City of Toronto departments.

Conclusion:

The Toronto Police Service instituted the paid duty system as a method of accommodating the needs of clients requiring police services that fall outside the realm of normal on duty policing responsibilities. The system also helps ensure that the everyday policing requirements of the citizens of Toronto are not compromised. The criteria used to determine whether on duty or paid duty personnel will be utilized at specific events were established after consulting internal TPS policies and procedures as well as the external requirements placed on the client.

The Toronto Police Service is committed to operating the paid duty system with integrity, fairness and honesty to insure the satisfaction of our members and our clients are paramount.

Deputy Chief A.J. (Tony) Warr, Specialized Operations Command, will be in attendance to answer any questions that the Board may have regarding this report.

The Board deferred consideration of the foregoing report to its February 21, 2008 meeting.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

**#P16. APPOINTMENT – ACTING VICE CHAIR DURING THE PERIOD
BETWEEN FEBRUARY 08, 2008 AND FEBRUARY 15, 2008, INCLUSIVE**

The Board was in receipt of the following report January 15, 2008 from Alok Mukherjee, Chair:

Subject: APPOINTMENT – ACTING VICE CHAIR DURING THE PERIOD BETWEEN
FEBRUARY 08, 2008 AND FEBRUARY 15, 2008, INCLUSIVE

Recommendation:

It is recommended that the Board appoint a member to act as Acting Vice-Chair during the period between February 08, 2008 and February 15, 2008, inclusive, for the purposes of execution of all documents that would normally be signed by the Vice-Chair on behalf of the Board.

Financial Implications:

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

Background/Purpose:

Given that I will not be available to fulfil the responsibilities of Chair during the period between February 08, 2008 and February 15, 2008, inclusive, Councillor Pam McConnell, Vice-Chair, will assume those responsibilities on my behalf during that period of time.

It will, therefore, be necessary to appoint an Acting Vice-Chair for the purposes of the execution of all documents normally signed by the Vice-Chair on behalf of the Board, including legal contracts, personnel and labour relations documents.

Conclusion:

I am recommending that the Board appoint a member to act as Acting Vice-Chair during the period of time noted above.

The Board received the foregoing report and appointed Mr. Hamlin Grange to act as Vice-Chair during the period between February 08, 2008 and February 15, 2008.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

**#P17. UPDATE - VIOLENT INCIDENTS INVOLVING HANDGUNS IN
TORONTO**

Chief Blair provided the Board with an update on recent violent incidents involving handguns which caused the deaths of two innocent by-standers. The accused in one of the deaths was the legal owner of the handgun.

In response to questions by the Board, Chief Blair said that 62% of the guns that were used in crimes in Toronto in 2007 originated in the United States and were then smuggled into Canada. The remaining 38% were domestically sourced and had been stolen from legal owners or were diverted from the legitimate market into the hands of criminals.

Chief Blair also said that each day in Toronto there are at least two occasions when police officers confront an individual with a loaded firearm.

The Board was advised that Chief Blair will submit a comprehensive report regarding firearms in Toronto for its February 2008 meeting.

Chair Mukherjee said that the Board must continue its advocacy proposals and other formulated ideas regarding firearms.

The Board received the update from Chief Blair.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

#P18. IN-CAMERA MEETING – JANUARY 22, 2008

In addition to the public meeting conducted by the Board today, an in-camera meeting was held to consider a number of matters which were exempt from the public agenda in accordance with the criteria for considering confidential matters set out in s.35(4) of the *Police Services Act*.

The following members attended the in-camera meeting:

Dr. Alok Mukherjee, Chair
Ms. Pam McConnell, Councillor & Vice-Chair
Ms. Judi Cohen, Member
Mr. Hamlin Grange, Member
The Honourable Hugh Locke, Q.C., Member
Mr. David Miller, Mayor & Member

Absent: Mr. Frank Di Giorgio, Councillor & Member

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TORONTO POLICE SERVICES BOARD HELD ON JANUARY 22, 2008**

#P19. ADJOURNMENT

Alok Mukherjee
Chair