

SARNIA POLICE SERVICES BOARD
January 26, 2023
9:30 a.m.
BOARDROOM, POLICE SERVICES BUILDING,
SARNIA, ONTARIO

OPEN MEETING AGENDA

Page

TRADITIONAL TERRITORY ACKNOWLEDGEMENT

We, the Sarnia Police Services Board acknowledge the traditional territory of the council of the three fires; Potawatomi, Chippewa, and Odawa people, that being Aamjiwnaang (Sarnia 1st Nation), Bkejwanong (Walpole Island 1st Nation), Kikonaang (Kettle Point 1st Nation), Aashoodenaa (Stoney Point 1st Nation)

DECLARATIONS OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

ELECTION OF 2023 CHAIR

1. Conducted by Board Secretary

ELECTION OF 2023 VICE-CHAIR

1. Conducted by Board Secretary

MINUTES

5 - 8

1. Adoption of Minutes - December 8, 2022

That the Minutes of December 8, 2022, be adopted.

REPORTS AND INQUIRIES

- 9 - 11 1. Proposed Firewall System

That the Sarnia Police Services Board approve the purchase of a replacement Firewall System as quoted by Dell Canada Inc. at a net cost of \$359,000.

- 13 - 41 2. RIDE Grant Agreement

That the Sarnia Police Services Board authorize the Board Chair to sign the attached 2022-23 – 2023-24 Reduce Impaired Driving Everywhere (RIDE) Transfer Payment Agreement.

- 43 3. Police Services Budget Deliberations

For Board Consideration.

- 45 - 46 4. Ontario Association of Police Services Boards (OAPSB) Membership Dues for 2023

That the Sarnia Police Services Board approve the renewal of the Ontario Association of Police Services Boards (OAPSB) Membership for 2023.

ROUTINE APPROVALS AND INFORMATION

- 47 - 48 A. East Ferris Municipality

For Information

- 49 B. Bill C75

For Information

- C. Meeting Rooms Update – Verbal

For Information

LATE ITEM

51 - 58

1. Bail Reform

NEW BUSINESS

ADJOURNMENT

**9:30 am - THURSDAY, DECEMBER 8, 2022
BOARDROOM, POLICE SERVICES BUILDING**

The Sarnia Police Services Board met in Open session.

Vice-Chair P. Wiersma took the Chair and the following Members of the Board were present: S. Hosni and K. Ash

Present from staff were: Chief D. Davis, Acting Deputy Chief P. Murphy, C. Dam, Director, Financial Services and Joan Knight as Board Secretary.

R. LeClair, Police Services Advisor, Zone 6

Absent: Chair Mayor M Bradley, Board Member Councillor D. Boushy

TRADITIONAL TERRITORY ACKNOWLEDGEMENT

We, the Sarnia Police Services Board acknowledge the traditional territory of the council of the three fires; Potawatomi, Chippewa, and Odawa people, that being Aamjiwnaang (Sarnia 1st Nation), Bkejwanong (Walpole Island 1st Nation), Kikonaang (Kettle Point 1st Nation), Aashoodenaa (Stoney Point 1st Nation)

DECLARATIONS OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest.

MINUTES

Moved by Board Member K. Ash, seconded by Board Member S. Hosni, and **carried:**

That the Minutes of September 22, 2022, be adopted

That the Minutes of the October 25, 2022, be adopted.

That the Minutes of November 17, 2022, as amended, be adopted.

REPORTS AND INQUIRIES

1. Police Board Website

A report from Chief Davis, dated October 12, 2022 regarding the Police Services Board website was considered.

Discussion took place with regard to the Board's oversight of the Webpage, how active the site will be, who will administer the Webpage, these decisions will still to be made by the Board.

Moved by Board Member K. Ash, seconded by Board Member S. Hosni, and **carried:**

That the Board continue utilizing a webpage within the SPS website for the purpose of a Board web presence. This page will display content as determined by the Board including but not limited to publicly accessible information about the Board membership, role and oversight function.

2. Sarnia Police Service Board Meeting Options

A report from Chief Davis, dated October 20, 2022 regarding the Sarnia Police Service Board Meeting Options was considered.

Moved by Board Member K. Ash, seconded by Board Member S. Hosni, and **carried:**

That the Sarnia Police Service seek to include a publicly accessible meeting room that can support hybrid (virtual) attendance, within the renovation plans for the main floor of the existing facility.

Discussion took place with regard to exploring renovation options for the first floor.

Vice-Chair Wiersma asked Chief Davis to bring back a report on interim meeting places that could be used until renovations have taken place.

3. Sarnia Police Service Board Meeting Dates 2023

A report from the Secretary of the Police Services Board, dated December 8, 2022 with respect to Board meeting dates for 2023 was considered.

Moved by Board Member S. Hosni seconded by Board Member K. Ash, and **carried:**

That the Sarnia Police Service Board approve the Board meeting dates for 2023.

NOTICE OF MOTION

Notice of Motion - Submitted by Board Member Kelly Ash

That Sarnia Police Services Board Work with other police boards to write a letter expressing our concerns about Bill C 75- (catch and release) to Attorney General of Ontario The Honourable Doug Downey, the Minister of Justice The Honourable David Lametti.

Board Member K. Ash advised that the Sarnia Police Services Board should advocate for their concerns with Bill C75.

Vice-Chair P. Wiersma advised that he would reach out to the Ontario Association of Police Services Board for their input on moving forward to find solutions to this ongoing issue and that he would report back to the next meeting of the Sarnia Police Services Board.

NEW BUSINESS

Public Meetings

Board Member K. Ash congratulated Chief Davis on the success of the Public Meetings held over the past few months and thanked the members of Police Services that showed up on their own time to support the Public Meetings.

Acknowledgment – Board Member Shamel Hosni

Vice-Chair P. Wiersma advised that Mr. Hosni two year term will expire when citizen appointments are made by Sarnia City Council in early 2023.

Mr. Wiersma thanked Mr. Hosni for his commitment and dedication to the Board over the last two years.

ADJOURNMENT

Moved by Board Member S. Hosni seconded by Board Member K. Ash, and carried:

That the Sarnia Police Services Board adjourn.

VICE-CHAIR



SARNIA POLICE SERVICE
Open Agenda Recommendation Report

To: Chair and Police Services Board Members

From: Chief Derek W. Davis

Subject: Proposed Firewall System

Date: January 26, 2023

Report Number:

RECOMMENDATION:

"That the Sarnia Police Services Board approve the purchase of a replacement Firewall System as quoted by Dell Canada Inc. at a net cost of \$359,000."

Derek W. Davis
Chief of Police

/CD

SUMMARY:

A new Firewall system is proposed to replace a current Firewall system, which expires in September 2023. Dell Canada Inc. has quoted the new system with a five-year software licensing and maintenance agreement at \$359,000 net after trade-in costs.

BACKGROUND:

Firewalls are network security systems that prevent unauthorized access to a network. Firewall hardware will filter the incoming and outgoing traffic within a network, according to a set of rules to spot and prevent cyberattacks. Firewalls create a barrier between a secure internal network and untrusted external networks. Firewalls are a key requirement for the IT platform as the NG9-1-1 system is implemented over the next twelve months.

The firewall equipment is designed to provide the following:

- Active risk-assessment monitoring of all network interfaces
- Active remediation upon detection of threats
- High availability for full redundancy
- IPSec VPN tunnels allowing secure connection to critical sites.
- The ability to segregate all connected networks and allow only required traffic.

Dell Canada Inc. is an approved vendor for City of Sarnia IT hardware and software.

FINANCIAL IMPACT:

The cost of new firewall equipment for both the primary and back up sites is estimated at \$359,000 based on a budget quote provided by Dell Canada Inc. about two months ago. This includes a five-year software licensing and maintenance agreement. The annual cost allocation per network site calculates to \$35,900.

Funding of \$360,000 was included in the 2023 Approved Police Equipment Reserve budget.

ALTERNATIVES:

Do Nothing

The Police network is required to be secure and free from cyber threats and letting the agreements expire without a replacement is not an option.

Renew Software Licensing/Maintenance Agreement on Older Hardware

The renewal option on the current system at a cost of \$165,000 for the three years initially appears to be less costly but Year 4 and Year 5 renewals are \$90,000 and \$95,000 respectively. This brings the five-year cost of renewals on an aging system to \$350,000. Moreover, the 4th and 5th year renewal options may not be available as the old model has a greater likelihood of being discontinued in the near future.

Purchase New Hardware with Five Year Software/Maintenance Agreement

The quoted cost of \$359,000 for the proposed hardware system with a five-year agreement includes a trade in allowance for the current system. Compared to the older system being replaced, the proposed new technology has a faster throughput as well as updated machine learning software, which allows for quicker response time to cyber threats. The purchase of a new system with improved technology is the best option for Sarnia Police Service.

CONSULTATION

Dan Cyr – IT Manager

Cathy Dam – Director, Financial Services



SARNIA POLICE SERVICE
Open Agenda Recommendation Report

To: Chair and Police Services Board Members

From: Chief Derek W. Davis

Subject: **RIDE Grant Agreement**

Date: January 26, 2023

Report Number:

RECOMMENDATION:

"That the Sarnia Police Services Board authorize the Board Chair to sign the attached 2022-23 – 2023-24 Reduce Impaired Driving Everywhere (RIDE) Transfer Payment Agreement"

Derek W. Davis
Chief of Police

/CD

SUMMARY:

On December 21, 2022, the Ministry of the Solicitor General informed us that our application for the 2022-23 – 2023-24 Reduce Impaired Driving Everywhere (R.I.D.E.) Grant has been approved, with an allocation of \$23,300 for fiscal year 2022-23 and \$23,100 for fiscal year 2023-24.

BACKGROUND:

The RIDE Grant is intended to enhance the regular R.I.D.E. program currently being conducted by Sarnia Police Service to offset the costs for sworn officers' overtime.

The Ministry has provided the attached Transfer Payment Agreement (TPA) including Schedules A-E for the police services board's review and sign-off. The signed Agreement must be returned to the Ministry by January 31, 2023.

Sarnia Police Service has recently held several RIDE events and several more are currently scheduled. Financial and statistical reports are due April 15, 2023.

FINANCIAL IMPACT:

The RIDE grant is included as a 2023 budgeted revenue and the funding is used to directly offset officer overtime costs incurred during the RIDE events.

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2022

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(the “Province”)

- and -

Sarnia Police Services Board

(the “Recipient”)

BACKGROUND

The Recipient carries out a program of traffic stop sobriety checks in its jurisdiction as part of a program to “Reduce Impaired Driving Everywhere” (“R.I.D.E.”);

The Province has established the R.I.D.E. Grant program to provide Funds to assist various police services, including the Recipient, in offsetting their costs for implementing R.I.D.E. programs in their jurisdictions;

The Recipient has, by written application, requested funding for overtime and/or paid duty in pursuance of the R.I.D.E. Grant Project, a description of which is outlined in Schedule “C”; and

The application for Funds submitted by the Recipient has been accepted, in whole or in part, by the Province.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget, Payment Plan and Reporting
Schedule "E" - Final Report Templates, and
any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario),

the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General**

Date

Name: Michelina Longo
Title: Director, External Relations Branch
Public Safety Division

Sarnia Police Services Board

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b) and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act (Ontario)*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "E", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal

disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$46,400.00 (Maximum Funds) <ul style="list-style-type: none"> • Funding Year 1 – 2022-2023: \$23,300.00 • Funding Year 2 – 2023-2024: \$23,100.00
Expiry Date	April 30, 2024
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	N/A
Insurance	\$ 5,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section</p> <p>Address: 25 Grosvenor Street, 12th Floor Toronto ON M7A 2H3</p> <p>Attention: Yoko Iwasaki, Community Safety Analyst</p> <p>Tel: 647-532-8149</p> <p>Email: yoko.iwasaki@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Grantee: Sarnia Police Service</p> <p>Address: 555 Christina St N Sarnia ON N7T 7X6</p> <p>Attention: Chief Derek Davis</p> <p>Tel: 519-344-8861 Ext. 6263</p> <p>Email: 263@police.sarnia.on.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Sarnia Police Service</p> <p>Address: 555 Christina St N, Sarnia ON N7T 7X6</p> <p>Attention: Cathy Dam</p> <p>Tel: 519-344-8861 x 5232</p> <p>Email: cdam@police.sarnia.on.ca</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

C.1.0 BACKGROUND

The Province established the Reduce Impaired Driving Everywhere (R.I.D.E.) Grant program to provide grants to various police services to enhance local enforcement capability and to ensure a year-round provincial program to conduct R.I.D.E. spot check activities.

C.2.0 PROJECT DESCRIPTION

The purpose of the R.I.D.E. Grant program is to assist municipal police services, OPP municipal contract locations and First Nations police services in offsetting their staff costs for implementing R.I.D.E. programs of sobriety checks in their jurisdictions.

Funding is provided to assist with costs of staff overtime or paid duty for street-level enforcement activities in relation to the R.I.D.E. Grant program. Staffing funded will not include civilian or auxiliary officers.

The Recipient carries out a R.I.D.E. program of traffic stop sobriety checks in its jurisdiction and has applied for funding toward its R.I.D.E. program (the “Project”). The Province has accepted the Recipient’s R.I.D.E. Grant Application, in whole or in part.

The Recipient agrees to undertake the Project in accordance with this Agreement and its Schedules.

**SCHEDULE “D”
BUDGET, PAYMENT PLAN AND REPORTING**

D1.0 BUDGET

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set-out in Schedule “B”. Funding is provided to assist with the costs of staff overtime or paid duty for street-level enforcement activities in relation to the R.I.D.E. Grant program.

D2.0 PAYMENT PLAN

The Province will provide the Recipient Funds, **up to the Maximum Funds (\$46,400.00)** as set out in Schedule “B”, allocated for each Funding Year as follows:

- **Funding Year 1 – 2022-2023** in the amount of **\$23,300.00** on a one-time basis for the period from **April 1, 2022 to March 31, 2023**; and
- **Funding Year 2 – 2023-2024** in the amount of **\$23,100.00** on a one-time basis for the period from **April 1, 2023 to March 31, 2024**; and

The Funds will be reimbursed to the Recipient following the Province’s receipt and approval of the Final Report for each Funding Year submitted by the Recipient.

D3.0 REPORTING

The Recipient shall provide the Province with a Final Report for each Funding Year accounting in detail, for all expenses for the activities for which the Funds were used as well as statistical information, in the forms set out in **Schedule “E”** by **April 15th following each Funding Year**.

Reports submitted after the deadline will not be considered for reimbursement. **All R.I.D.E. activity eligible for reimbursement must be concluded on or before March 31st of each Funding Year.**

D3.1 FINAL REPORT – FINANCIAL

Staff costs include overtime or paid duty for street level enforcement activities in relation to the program for which the Funds are provided. Staff will not include civilian or auxiliary officers.

For the Funds to reflect the amount of staff overtime or paid duty, a one-time financial report will be submitted to the Province by **April 15th following each Funding Year**, on the form attached to the Agreement as **Schedule “E”**. This financial report must be certified by a Municipal Clerk/Treasurer or a senior

representative of the Recipient’s financial services who can verify the accuracy of the claim.

The financial report will itemize the dates worked, name and rank of officers, rate of pay (basic hourly rate), number of overtime/paid duty hours worked, number of hours paid and total hours used by the police service for the period of **April 1st – March 31st of each Funding Year.**

D3.2 FINAL REPORT – STATISTICAL

The Recipient shall track and record key statistical information related to the R.I.D.E. Grant program and provide a statistical report to the Province by **April 15th following each Funding Year**, on the form attached to the Agreement as **Schedule “E”**.

D3.3 REPORT SUBMISSION AND TIMELINES

All Reports required pursuant to A7.0 and/or otherwise under this Agreement shall be sent to the Province Contact at the address set out in Schedule “B” and according to the following timelines.

REPORT	DUE DATE
Funding Year 1 – 2022-2023	
Final Report – Financial	April 15, 2023
Final Report - Statistical	April 15, 2023
Funding Year 2 – 2023-2024	
Final Report – Financial	April 15, 2024
Final Report - Statistical	April 15, 2024


An electronic version of the report (Excel) will be distributed to the Recipient under separate cover.

Completed reports must be submitted via email to the Province Contact on or before the above due dates and include both:

- original template format (Excel); and
- scanned signed copy (PDF).

SCHEDULE "E"
FINAL FUNDING YEAR REPORT TEMPLATES

FUNDING YEAR 1 – 2022-2023 (Final Report – Financial)

	FINAL REPORT	Ministry of the Solicitor General Public Safety Division R.I.D.E. GRANT FINAL REPORT - FINANCIAL Fiscal Year: 2022-2023
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Must be submitted no later than **April 15, 2023 by email** to yoko.iwasaki@ontario.ca
 Submission must include the completed **Excel reporting template** and **scanned signed PDF**.
 Please review INSTRUCTIONS to complete the form correctly.
 If you have any questions please contact Yoko by e-mail or by telephone at 647-532-8149

SECTION A - REPORTING POLICE SERVICE

Police Service Name: Select from the drop down menu (click on yellow shaded cell for drop down menu)

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SECTION B - SIGNATURE OF AUTHORIZED OFFICIAL (GRANTEE)

GRANTEE (Print or Type the name of the Grantee i.e. Police Services Board/Municipality/First Nation)

AUTHORIZED OFFICIAL SIGNATURE	PRINT NAME (Signing Official)	DATED
_____	_____	_____

WITNESS SIGNATURE	PRINT NAME (Witness)	DATED
_____	_____	_____


SECTION C - YEAR-END FINANCIAL SUMMARY (FISCAL YEAR 2022-23: APRIL 1, 2022 - MARCH 31, 2023)

Complete the information below. Total R.I.D.E. Grant Hours and Total Cost will self calculate.


\$ Total Cost:	\$0.00	Total RIDE Grant Hours Worked:	0.00
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Date Worked (MM/DD/YYYY):	Officer's Badge #:	Rank:	Officer's First Name:	Officer's Last Name:	Paid-Duty RIDE Hours Worked:	Paid-Duty Hourly Rate:	Over-Time RIDE Hours Worked:	Over-Time Hourly Rate:	Total RIDE Hours Worked:
1-Apr-22					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-22					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-22					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-22					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-22					0.00	\$0.00	0.00	\$0.00	0.00
1-Apr-22					0.00	\$0.00	0.00	\$0.00	0.00


FUNDING YEAR 1 – 2022-2023 (Final Report - Statistical)

	FINAL REPORT Statistical	Ministry of the Solicitor General Public Safety Division R.I.D.E. GRANT FINAL REPORT - STATISTICAL Fiscal Year: 2022-2023			
Must be submitted no later than April 15, 2023 by email to yoko.iwasaki@ontario.ca Submission must include the completed Excel reporting template and scanned signed PDF . Please review INSTRUCTIONS to complete the form correctly. If you have any questions please contact Yoko by e-mail or by telephone at 416-314-3085					
SECTION A - REPORTING POLICE SERVICE					
Police Service Name: Select from the drop down menu (click on <u>yellow shaded cell</u> for drop down menu)					
SECTION B - SIGNATURE OF AUTHORIZED OFFICIAL (GRANTEE)					
GRANTEE (Print or Type the name of the Grantee i.e. <u>Police Services Board/Municipality/First Nation</u>)					
_____ AUTHORIZED OFFICIAL SIGNATURE	_____ PRINT NAME (Signing Official)	_____ DATED			
_____ WITNESS SIGNATURE	_____ PRINT NAME (Witness)	_____ DATED			
SECTION C - YEAR-END SUMMARY (FISCAL YEAR 2022-23: APRIL 1, 2022 - MARCH 31, 2023)					
Complete the information below. Enter statistical data for each Quarter. Total self calculates.					
SELECT YES/NO for each Quarter (Q1, Q2, Q3, Q4) where there has been RIDE Grant activity. (Click on <u>yellow shaded cell</u> for drop down menu)	Q1 (Apr 1 - Jun 30)	Q2 (Jul 1 - Sep 30)	Q3 (Oct 1 - Dec 31)	Q4 (Jan 1 - Mar 31)	
VEHICLES STOPPED AS A RESULT OF R.I.D.E GRANT PROGRAM	Q1	Q2	Q3	Q4	TOTAL
Number of Vehicle Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Marine Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Snowmobile Check Stops	0.00	0.00	0.00	0.00	0.00
Number of ATV Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Roadside Check Stops Resulting in an Approved Screening Device Test (ASD)	0.00	0.00	0.00	0.00	0.00
Number of First Occurrence, 3-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Second Occurrence, 7-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Third or Subsequent Occurrences, 30-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Breath Tests resulting in BAC over 0.08% (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of ASD or Breath Test refusals (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of Intoxilyzer Refusals (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Criminal Code Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Liquor License Act Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Highway Traffic Act Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Other Offences	0.00	0.00	0.00	0.00	0.00
PLEASE DESCRIBE THE OFFENCES COMMITTED, IF YOU HAVE INDICATED " <u>Number of Persons Charged with Other Offences</u> " (e.g. CDSA, CCA, CAIC, MSVA, FWCA, TPA, etc.):					

FUNDING YEAR 2 – 2023-2024 (Final Report – Financial)

	<h3>FINAL REPORT</h3>	Ministry of the Solicitor General Public Safety Division R.I.D.E. GRANT FINAL REPORT - FINANCIAL Fiscal Year: 2023-2024																																																																																																
Must be submitted no later than April 15, 2024 by email to yoko.iwasaki@ontario.ca Submission must include the completed Excel reporting template and scanned signed PDF . Please review INSTRUCTIONS to complete the form correctly. If you have any questions please contact Yoko by e-mail or by telephone at 647-532-8149																																																																																																		
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FUNDING YEAR 2 – 2023-2024 (Final Report - Statistical)

	FINAL REPORT Statistical	Ministry of the Solicitor General Public Safety Division R.I.D.E. GRANT FINAL REPORT - STATISTICAL Fiscal Year: 2023-2024			
Must be submitted no later than April 15, 2024 by email to yoko.iwasaki@ontario.ca Submission must include the completed Excel reporting template and scanned signed PDF . Please review INSTRUCTIONS to complete the form correctly. If you have any questions please contact Yoko by e-mail or by telephone at 416-314-3085					
SECTION A - REPORTING POLICE SERVICE					
Police Service Name: Select from the drop down menu (click on yellow shaded cell for drop down menu)					
SECTION B - SIGNATURE OF AUTHORIZED OFFICIAL (GRANTEE)					
GRANTEE (Print or Type the name of the Grantee i.e. <u>Police Services Board/Municipality/First Nation</u>)					
AUTHORIZED OFFICIAL SIGNATURE	PRINT NAME (Signing Official)	DATED			
WITNESS SIGNATURE	PRINT NAME (Witness)	DATED			
SECTION C - YEAR-END SUMMARY (FISCAL YEAR 2023-24: APRIL 1, 2023 - MARCH 31, 2024)					
Complete the information below. Enter statistical data for each Quarter. Total self calculates.					
SELECT YES/NO for each Quarter (Q1, Q2, Q3, Q4) where there has been RIDE Grant activity. (Click on yellow shaded cell for drop down menu)	Q1 (Apr 1 - Jun 30)	Q2 (Jul 1 - Sep 30)	Q3 (Oct 1 - Dec 31)	Q4 (Jan 1 - Mar 31)	
VEHICLES STOPPED AS A RESULT OF R.I.D.E GRANT PROGRAM	Q1	Q2	Q3	Q4	TOTAL
Number of Vehicle Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Marine Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Snowmobile Check Stops	0.00	0.00	0.00	0.00	0.00
Number of ATV Check Stops	0.00	0.00	0.00	0.00	0.00
Number of Roadside Check Stops Resulting in an Approved Screening Device Test (ASD)	0.00	0.00	0.00	0.00	0.00
Number of First Occurrence, 3-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Second Occurrence, 7-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Third or Subsequent Occurrences, 30-day Warn-Range Suspensions	0.00	0.00	0.00	0.00	0.00
Number of Breath Tests resulting in BAC over 0.08% (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of ASD or Breath Test refusals (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of Intoxilyzer Refusals (90-day ADLS)	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Criminal Code Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Liquor License Act Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Highway Traffic Act Offences	0.00	0.00	0.00	0.00	0.00
Number of Persons Charged with Other Offences	0.00	0.00	0.00	0.00	0.00
PLEASE DESCRIBE THE OFFENCES COMMITTED, IF YOU HAVE INDICATED " Number of Persons Charged with Other Offences " (e.g. CDSA, CCA, CAIC, MSVA, FWCA, TPA, etc.):					



**THE CORPORATION OF THE CITY OF SARNIA
City Clerk's Department**

255 Christina Street N. PO Box 3018
Sarnia ON Canada N7T 7N2
519-332-0330 (phone) 519-332-3995 (fax)
519-332-2664 (TTY)
www.sarnia.ca clerks@sarnia.ca

January 13, 2023

Sarnia Police Services Board
c/o Joan Knight, Secretary
spsbsecretary@gmail.com

RE: Police Services Budget Deliberations

At its meeting held on January 10, 2023, Sarnia City Council adopted the following resolution with respect to the Police Services Budget Deliberations:

That Sarnia City Council request that the Police Services Board hold its Budget Deliberations in open session and that the Board present more detailed Budget documents going forward.

Your consideration of this matter is respectfully requested.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Amy Burkhart'.

Amy Burkhart
City Clerk

SARNIA POLICE SERVICES BOARD

255 N. Christina Street
Sarnia, ON N7T 7N2
spsbsecretary@gmail.com

Date: January 26, 2023
To: Sarnia Police Services Board Members
From: Joan Knight, Secretary, Sarnia Police Services Board
Subject: Ontario Association of Police Services Boards (OAPSB)
Membership Dues for 2023

Recommendation:

It is recommended that the Sarnia Police Services Board approve the renewal of the Ontario Association of Police Services Boards (OAPSB) Membership for 2023.

Background & Comments:

The fee for the size of the Sarnia Police Services for 2023 is \$4,832.40 plus HST, the price including HST is \$5,460.61.

A handwritten signature in blue ink that reads "Joan Knight". The signature is written in a cursive style.

2023 OAPSB MEMBERSHIP

2023 Membership Dues

Voting Members (Police Services Boards)

Force Size	Membership Dues	HST	Total
1-10	CAD 759.62	CAD 98.75	CAD 858.37
11-30	CAD 1,295.82	CAD 168.46	CAD 1,464.28
31-50	CAD 1,579.30	CAD 205.31	CAD 1,784.61
51-100	CAD 3,313.35	CAD 430.74	CAD 3,744.09
101-200	CAD 4,832.40	CAD 628.21	CAD 5,460.61
201-300	CAD 5,584.85	CAD 726.03	CAD 6,310.88
Over 300	CAD 6,338.46	CAD 824.00	CAD 7,162.46

***Force size includes all paid employees - sworn officers, civilian & special constables**

Contact Information

*Required

POLICE SERVICES BOARD

September 22nd, 2022

To All Ontario Police Services Boards:

The Municipality of East Ferris Police Services Board is concerned that not enough is being done to protect children getting on and off school buses. Since the beginning of the 2022 school year, all school buses operating in Ontario have been equipped with a new eight-light amber light system, as well as text added to the back of the bus to remind drivers not to pass when the red lights are flashing. These changes are all intended to help drivers do the right thing. Unfortunately, the results since the beginning of this school year show no change in driver behavior. The East Ferris Police Services Board is convinced we must now proceed with the addition of the third component of the school bus safety program: camera equipped stop arms to ensure safety compliance.

A recent study by Nipissing-Parry Sound Student Transportation Services regarding illegal school bus passing found 552 incidents for the school year 2021 / 22 or 2.95 per school day. As part of the "Let's Remember Adam" campaign in the Municipality of East Ferris, illegal passing noted in the first three weeks of the 2022 / 23 school year by buses carrying East Ferris children shows no change in driver behavior. Therefore, it is time to move to Step 3: mandatory installation of cameras on all school buses. For change to happen, education plus enforcement are needed. The East Ferris Police Services Board is asking all Police Services Boards, given their mandate to ensure safety and well-being, to bring forward to their next Police Services Board Meeting the following resolution to adopt and circulate to the appropriate parties in their area.

WHEREAS in Ontario it is unlawful for a stopped school bus to fail to stop when the red overhead lights or the stop arm is activated, and

WHEREAS, an eight-light yellow and red light system and education campaign to encourage drivers to stop is now in place in Ontario, and

*WHEREAS data collected to date by the East Ferris Police Services Board indicates that there has been no change in driver habits since the beginning of the 2022 school year; and
WHEREAS over 837,000 students travel in a school vehicle in Ontario each school day; and*



WHEREAS the East Ferris Police Services Board believes that school buses should be as safe as possible and that safety standards should be higher than they are;

THEREFORE BE IT RESOLVED that the Police Services Board of the Municipality of East Ferris request the Attorney General of Ontario to enforce laws that protect students by prohibiting drivers from passing a school bus when dropping off or picking up passengers.

FURTHER, that the Attorney General request that the appropriate provincial government officials review recent proposed changes to school bus regulations by Transport Canada regarding required equipment, including:

- Infraction cameras*
- Extended stop sign arms*
- 360 degree exterior cameras*

FURTHER, that the Attorney General examine the application of camera and fine collection technologies similar to those used on electronically controlled toll highways to ensure that no offending driver is excluded from the law.

FURTHER, that a copy of this resolution be forwarded to Nipissing MPP Vic Fedeli, local school boards and the Ontario Good Roads Association.

In closing, the Municipality of East Ferris Police Services Board wish to thank you for your support on this matter.

Regards,

Pauline Rochefort
Pauline Rochefort, Chair
East Ferris Police Services Board

At the December 8th meeting of the Sarnia Police Services Board, we approved the following motion

“That Sarnia Police Services Board Work with other police boards to write a letter expressing our concerns about Bill C 75- (catch and release) to Attorney General of Ontario The Honourable Doug Downey, the Minister of Justice The Honourable David Lametti.”

As discussed at our meeting, I agreed to follow up with the OAPSB. Executive Director, Lisa Darling, has responded to me to indicate that she will bring our correspondence, as well as that of other police service boards on the same issue, to the OAPSB Advocacy Committee to discuss the best way forward. The recent shooting of OPP Constable Grzegorz Perzchala and continued media coverage about “catch and release” will further highlight this issue.

Paul Wiersma, Vice-Chair
Sarnia Police Services Board

Ontario Association of Police Services Boards
180 Simcoe St, London, ON N6B 1H9
oapsb@oapsb.ca
1-800-831-7727

June 7, 2022,

The Honourable David Lametti
Minister of Justice and Attorney General of Canada
6023 Monk Blvd. Montréal, Quebec
H4E 3H5

The Honourable Marco Mendicino
Minister of Public Safety
Confederation Building, Suite 203
House of Commons Ottawa, Ontario
K1A 0A6

Dear Minister Lametti and Minister Mendicino:

RE: SUPPORT FOR REQUESTS BY TORONTO POLICE SERVICES BOARD RELATED TO FEDERAL BAIL REFORM

“The need for evidence-based bail reform”

Please accept this letter as formal endorsement by the Ontario Association of Police Services Boards, for the legislative proposals for bail reform advanced to you by the Toronto Police Services Board on May 25, 2022.

The requested legislative changes communicated to you by Toronto Police Services Board Chair Jim Hart and Executive Director Ryan Teschner are both thoughtful and measured. The comprehensive report provided to them by Chief of Police, James Ramer, outlined the significant collaborative initiatives within the city designed to prevent gun violence through proactive interventions and improved investigative outcomes. It also acknowledged the small portion of the population where proactive and early intervention strategies have proven to be unsuccessful in deterring their engagement in violent gun crimes. It is in response to this high-risk segment of the population that the Toronto Police Services Board seeks changes to federal legislation that would;

- Require that Bail Hearings for the most serious firearm offences be heard by a judge of the Ontario Court or Superior Court, clearly conveying Parliament’s view of the seriousness of these offences (and their impact on the public) as well as reflecting the views and concerns of the public about these incidents
- Add an additional route to First Degree Murder under Section 231 of the *Criminal Code*, by including death resulting from the discharge of a firearm in a congregate setting; this would act as a strong deterrent, clearly express society’s disapprobation of such conduct and help

- maintain public confidence in the justice system; and
- Increase parole ineligibility to 2/3 of an individual's custodial sentence, for any offence where the court finds that the offender discharged a firearm in a congregate setting (including those who are found to be parties to such offences).

We recognize that the complexities of the issues impacting community safety and wellbeing require a collaborative multi-sector commitment to be successful. This is no exception. Emergency services, community services, health services, local councils, provincial governments and the federal government need to recognize the crucial role each plays in the collective effort to make each of our communities safe.

Toronto Police Services Board is asking for this reform, because the tools currently available to the police and their partner agencies have been in-effective at preventing tragic events within the city. We applaud the Toronto Police Services Board and the Toronto Police Service for their leadership on this issue. This issue is not isolated to the City of Toronto, it impacts all communities.

As the leading voice for police governance in Ontario, we encourage you to prioritize the Toronto Police Services Boards proposed legislated changes related to Federal Bail Reform.

Yours truly,



Patrick Weaver
Chair, OAPSB



Lisa Darling
Executive Director, OAPSB

cc:

Deputy Minister Di Tommaso

Jamie McGarvey, President Association Municipalities Ontario (AMO)

Chief Nishan Duraiappah, President Ontario Association Chiefs of Police (OACP)

Jim Hart, Chair, Toronto Police Services Board

Ryan Teschner, Executive Director and Chief of Staff, Toronto Police Services Board

Bill Clancy, Executive Director, Durham Regional Police Services Board

Jennifer Malloy, Executive Director, Canadian Association of Police Governance (CAPG)

Board of Directors & Members Ontario Association of Police Service Boards (OAPSB)



Jim Hart
Chair

416.808.8080 | Jim.Hart@tpsb.ca

Ryan Teschner

Executive Director and Chief of Staff
416.808.8081 | Ryan.Teschner@tpsb.ca

October 18, 2022

DELIVERED VIA EMAIL

The Honourable David Lametti
Minister of Justice and Attorney General of Canada
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Dear Minister Lametti:

I am writing as a follow-up to correspondence we sent to you and Minister Mendicino, Minister of Public Safety for Canada, in May of this year, regarding a number of bail reform proposals approved by the Toronto Police Services Board (“the Board”), and requesting your cooperation with respect to a number of related legislative proposals as outlined in the letter. We attach the original correspondence below.

As we noted in that letter, at its meeting of May 2, 2022, the Board approved a report from Toronto Chief of Police James Ramer entitled “Opportunities for Bail and Related Reforms to Enhance Community Safety.” This comprehensive report provided the Board with a background of the current bail process, current and new Toronto Police Service (“the Service”) initiatives to address gun violence, and provided information to raise the Board’s awareness of opportunities to advance bail reform and other legislative change in an effort to enhance community safety in the City of Toronto – and, in fact, across Canada.

As you know, we have received a response from Minister Mendicino, outlining a number of measures the Government of Canada is taking in relation to gun violence, and welcoming “continued collaboration and engagement with the municipalities, Provinces and Territories on how we can collectively work together to reduce gun violence in our communities, including tackling the root causes.” The complete letter is attached for your information. Minister Mendicino’s response also notes that your Ministry is seized with some of the legislative reform issues identified by the Board. As we have not yet received your response, we are following up on an issue that we are sure you agree is of significant importance and considerable urgency.

As you know, Toronto, along with cities and communities across Ontario and the country, continue to deal with a concerning number of incidents of gun and gang violence, often involving individuals who are out on bail when they commit these crimes. In addition, the number of recent incidents involving officers tragically killed in the line of duty is of tremendous concern, both to the policing community, and to communities generally. It is incumbent upon all of us to take all possible steps to reduce the gun violence we are currently seeing. This requires a proactive, immediate, comprehensive and collaborative approach.

We note that our proposals for legislative reform have received significant support from both the Ontario Association of Chiefs of Police (OACP), and the Ontario Association of Police Services Boards (OAPSB). We attach each of these organization’s letters of endorsement for you.

Chief Duraiappah, Chief of Police, Peel Regional Police and the President, OACP, stated that the OACP “supports the legislative proposals for bail reform advocated” by our Board. He further noted that “[a]s Ontario’s police leaders, our members are committed to ensuring a fair and effective justice system. We are committed to working with our government and justice partners to address issues that impact the safety and well-being of all Ontarians, and we appreciate the important role played by government decision-makers at all levels in accomplishing this important goal.”

Additionally, on behalf of the OAPSB, Patrick Weaver, Chair, and Lisa Darling, Executive Director, formally endorsed the legislative proposals for bail reform advanced to you by our Board, calling them “thoughtful and measured.”

With the endorsement of both the OACP and OAPSB, our Board’s proposals for bail reform have now received the support of Ontario’s police chiefs and the organization representing all police services boards in Ontario.

At this time, we are, once again, requesting that you review the three proposals for legislative reform contained in the report of Chief Ramer, appended to our original letter, and engage with us to explore the Government of Canada's ability to move these proposals forward. We are eager to hear from you as to what the next steps may be. We know that Chief Ramer, along with his Office, is also ready to assist in any way required to advance these proposals.

We look forward to collaborating with you with respect to these important initiatives, geared toward enhancing safety in our communities.

Sincerely,



Jim Hart
Chair



Ryan Teschner
Executive Director and Chief of Staff

cc: Chief Nishan Duraiappah, President, Ontario Association Chiefs of Police
Jeff McGuire, Executive Director, Ontario Association Chiefs of Police
Patrick Weaver, Chair, Ontario Association of Police Service Boards
Lisa Darling, Executive Director, Ontario Association of Police Service Boards
Jon Reid, President, Toronto Police Association
Andrew Cernowski, President, Toronto Police Senior Officers' Organization



Ontario
Association of
Police Services
Boards

Bail Reform Survey

* 1. Your Name

* 2. Your Police Services Board

* 3. Board Type

- OPP Board- Section 10
- Big 12 Municipal Boards
- Municipal Police Services Board - Section 31
- First Nations Board

—

Other

* 4. Does your board support the request for bail reform?

Yes

No

5. General Comments:

Done

Powered by



See how easy it is to [create a survey](#).

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