

**B.17. Indemnification of Board Members, Officers and Employees**

~~TRCA shall maintain an Indemnification policy with respect to Board Members, Officers and employees which shall be reviewed by staff at minimum every five years.~~

- (1) TRCA will procure and maintain a program of insurance, including directors and officers liability, automobile liability and commercial general liability coverage in limits that are typical for an organization of TRCA's scale and operations for liabilities to which a Board Member or advisory board member ("Member") might ordinarily be exposed by reason of being a Member ("Insurance"). Insurance is the primary means by which TRCA will finance liabilities to which Members might be exposed as a result of their role as a Member.
- (2) Subject to Board of Directors approval and provided that the following criteria is met and continues to be met, TRCA shall indemnify and defend its Members and their heirs, in respect of any civil, criminal or administrative action, order, claim or proceeding, from and against all costs, charges and expenses, including all amounts paid to settle any real or potential action, claim, charge, order, or proceeding or satisfy any judgement reasonably incurred by any such Members to which any such individual is made a party by reason of being a TRCA Member ("Claim"), and to the extent only that such a Claim is not covered by Insurance when:
  - (a) A Member acted honestly, in good faith with a view to the best interests of TRCA, with due regard for the legality of their actions or omissions, and within the scope of their duties and responsibilities.
- (3) Notwithstanding the indemnity provided under 17(2), where a Member is charged with an offence under the *Criminal Code*, or under any other statutes(s), or a proceeding is commenced involving the member under the *Municipal Conflict of Interest Act* arising out of an act done in the performance of their official duties, indemnity under this By-law shall be subject to the Member's acquittal, and:
  - (a) The Member shall, in the first instance, be responsible for their own costs including the retaining of legal counsel or a paralegal.
  - (b) The Member must have had reasonable grounds for believing that the conduct was lawful.
  - (c) A request for indemnification shall be referred to the Executive Committee and the Board of Directors for their consideration on advice from the TRCA's Legal Counsel. The term "acquittal" shall be taken to be the same as a finding not to have contravened a statute, a dismissal of the charge(s) or proceeding and may, in appropriate circumstances, include the withdrawal of the relevant charge(s) or proceeding.
- (4) Whenever a circumstance that could give rise to a real or potential Claim is brought to the attention of a Member, the Member is to advise TRCA's Legal Counsel immediately. If requesting indemnification, the individual will provide a copy of all documents and information related to the matter. Any failure on the part of the individual to report the Claim or proceeding forthwith to Legal Counsel or to provide corresponding documentation or to cooperate in any subsequent investigation or defense of the claim may result in denial of the request for indemnity.

- (5) Where a request for indemnification has been made under this policy, TRCA's Legal Counsel shall provide a report and a recommendation to the Executive Committee and to Board of Directors for their consideration.
- (6) This policy does not apply to:
  - (a) Any Claims commenced by TRCA;
  - (b) Any Claims in which TRCA is a party adverse in interest;
  - (c) Any Claims commenced by a Member.