



# NIAGARA REGIONAL POLICE SERVICE

## Police Service Board Report

### PUBLIC AGENDA

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**Subject:** Ontario Police Video Training Alliance 2025-2026 Membership Agreement

**Report To:** Chair and Members, Niagara Police Service Board

**Report Date:** 2025-06-04

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### Recommendation(s)

1. That the Board authorize the Chief of Police to enter into the contractual agreements in relation to the Ontario Police Video Training Alliance (OPVTA) membership; and,
2. That the Board authorize the Chief of Police to make minor adjustments to the agreement, as may be necessary, in consultation with Board counsel.

### Key Facts

- The purpose of this report is to seek the Board's authorization for the Chief of Police to enter into contractual agreements in relation to OPVTA 2025-2026 memberships.
- The OPVTA will be offering the 68 agencies a 1-year agreement with an annual fee increase of 8%. The OPVTA is also offering a 2-year agreement, with an 8% increase in 2025 and a 6% increase in 2026.
- Member agencies typically send the agreement through their own legal review which, on occasion over the years, has necessitated minor alterations to the agreement conducted in consultation with Board counsel.

### Financial Considerations

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

### Analysis

The OPVTA was formed in 1996 as a cost-effective means of providing high quality video-based programs to Ontario's policing community. Through its leadership role in the OPVTA, the Niagara Regional Police Service's (Service) Video Unit produces and distributes training videos, e-learning courses, and support materials to member agencies.

An eight-member executive team comprised of training specialists from OPVTA member agencies represents the interests of the membership, while the Service provides a Senior Officer in the role of Executive Director to OPVTA and a Video Unit Coordinator who together, liaise with the OPVTA Board of Directors and serve as points of contact regarding OPVTA video productions.

All costs associated with the OPVTA are recovered through membership fees. A detailed Business Plan for 2025 confirming OPVTA costs, projected revenues, recommended deliverables, and fee schedules, will be received by the Board at its June 2025 Board meeting.

Based upon that report, a 1-year 2025 agreement (Appendix A) and a 2-year 2025-2026 agreement (Appendix B) have been prepared. These agreements have not changed from the 2023 agreement aside from dates and the fee schedule. Those agreements were reviewed and approved by Mr. Woodward McKaig, Counsel for the Board in 2023. The attached agreements are samples using the Toronto Police Service's information.

There are no anticipated amendments/adjustments that will be required with this membership agreement. However, if upon legal review by a member agency, the Service receives a request for minor adjustment, the Service is requesting that the Chief of Police be authorized by the Board to make any necessary minor adjustments to the agreement subject to consultation and approval of Board counsel.

### **Alternatives Reviewed**

- The Board may elect to be signatory to the membership agreement in place of the Chief of Police. This would represent a change from past practice.
- The Board may elect not to permit the Service to enter into the attached agreement. That would effectively terminate the provision of this shared service.

### **Relationship to Police Service/Board Strategic Priorities**

Not applicable.

### **Relevant Policy Considerations**

Not applicable.

### **Other Pertinent Reports**

- C8.4 – 2023.03.23 – Ontario Police Video Training Alliance (OPVTA) – 2023 Membership Contract
- 9.2 – 2023.03.23 – Ontario Police video Training Alliance (OPVTA) – 2023 Business Plan

*This report was prepared by Zachary Labute, Video Unit Coordinator, and reviewed by Steve Magistrale, Acting Superintendent, Executive Services. Recommended by Paul Koscinski, Acting Deputy Chief, Support Services.*



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**Submitted by:**

Bill Fordy, O.O.M. #9615  
Chief of Police

**Appendices**

Appendix A - OPVTA Agreement 2025

Appendix B - OPVTA Agreement 2025-2026

## **Appendix A**

THIS AGREEMENT made this 1<sup>st</sup> day of July, 2025.

B E T W E E N:

**REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICE BOARD**

Hereinafter called "Niagara"

and

**TORONTO POLICE SERVICE**

Hereinafter called "Toronto"

### **WHEREAS**

#### **Recitals**

- (a) Toronto is a member in good standing of the Ontario Police Video Training Alliance ("OPVTA"), a not-for-profit organization of police and law enforcement agencies seeking access to policing video training materials and services (the "Materials and Services").
- (b) OPVTA has contracted with Niagara for the production of the Materials and Services and authorized Niagara to provide the Materials and Services to OPVTA members in good standing, including Toronto.
- (c) The continuing provision of the Materials and Services by Niagara to Toronto is conditional upon the compliance by the parties with OPVTA policies as described herein.
- (d) The continuing provision of the Materials and Services by Niagara to Toronto is further conditional upon the compliance by Toronto with the terms under which OPVTA has contracted for the web-based delivery of the Materials and Services with support and infrastructure from the Canadian Police Knowledge Network (CPKN), as described herein.

## **NOW THEREFORE THIS AGREEMENT WITNESSES:**

### **1. Provision of Materials and Services**

- (a) Niagara agrees to provide to Toronto throughout the term of this agreement as hereinafter defined with all of the Materials and Services produced by Niagara for OPVTA members in accordance with Niagara's commitment to the OPVTA, as set out in Schedule "A".
- (b) Based upon Toronto's sworn (police) authorized strength of 5,498 officers, Toronto shall, on or before September 1, 2025, or within thirty (30) days of delivery by Niagara of an acceptable invoice, whichever is later, pay the sum of \$33,050 (plus applicable taxes) in accordance with the fee schedule set out in Schedule "C". Toronto agrees and undertakes to advise Niagara throughout the term of any changes in its said authorized strength which results in a change in the fees required to be paid in accordance with Schedule "C" to this agreement.
- (c) The parties agree that throughout the term they shall comply with all OPVTA current policies, which are set out in Schedule "B".

### **2. Web Access through CPKN (and/or other delivery providers)**

- (a) Toronto agrees to comply with all conditions and requirements of CPKN (and/or other delivery providers as approved by the OPVTA Executive Board of Directors), for the provision of infrastructure and support in the web based delivery of the Materials and Services set out in Schedule "D";
- (b) Toronto agrees that use of any OPVTA material through other delivery providers other than CPKN must have prior approval by the OPVTA Executive Board of Directors before any OPVTA materials are distributed to that other delivery provider;
- (c) Toronto acknowledges that use of OPVTA images or video excerpts in non-OPVTA courses will be subject to prior approval of the OPVTA Executive Board of Directors on a case-by-case basis;
- (d) It shall be the responsibility of Toronto to notify the Chair of the OPVTA should Toronto wish, in its sole discretion, to exercise its right to decide if and how images or video excerpts involving Toronto and its members may be used in non-OPVTA courses. It shall otherwise be assumed that paragraph 2(c) shall apply;
- (e) In the event that paragraph 2(c) applies, it shall be the responsibility of Toronto to ensure that its individual members have provided any consent necessary to the use of their images.

3. **Associate Membership**

- (a) Associate membership is available to accredited agencies located outside Ontario according to the terms and conditions set in the note to Schedule "C" to this agreement.

4. **Relevance of Materials**

- (a) Toronto acknowledges that some videos and support materials may refer to local laws, policies and procedures which may not be applicable to all agencies or jurisdictions. Toronto agrees to assume full responsibility for determining which videos and support materials are applicable to its jurisdiction.
- (b) Toronto acknowledges that, while all videos and support materials are subject to a rigorous review process and are deemed by the OPVTA and its subject matter experts to be current and accurate at the time of their release, content may become partially or fully obsolete due to factors such as (but not limited to) changes in legislation, policy, procedures, standards, practices or case law. Toronto agrees to assume all responsibility for the withdrawal and/or continued use of such material.

5. **Intellectual Property**

- (a) Toronto agrees that it has a license to use the Materials and Services only in accordance with the terms of this agreement and only for the purposes of training its individual members. Any training materials produced by Toronto using OPVTA images or video shall not be redistributed without prior approval of the OPVTA Chair. Training materials produced by Toronto that include OPVTA images or videos shall not be sold, traded, or distributed to non-OPVTA members without prior approval of the OPVTA Executive Board of Directors. Toronto further agrees and acknowledges that all rights of distribution, duplication or use of the Materials and Services belong solely to Niagara, either on its own behalf or on behalf of OPVTA, and that it shall not, nor shall it permit its individual members or others within its authority to, make any improper or unauthorized use of the Materials or Services.
- (b) Niagara represents, warrants and covenants to Toronto that all material provided to Toronto is the property of Niagara and accordingly that it has the authority to licence the Materials and Services under this agreement. Niagara further warrants that the Materials and Services do not infringe upon or violate any third-party Intellectual Property Rights, and will be free of any harmful or disabling code.
- (c) "Intellectual Property Rights" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of Canada, any foreign country, or any political subdivision thereof, including,

(i) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers; (ii) copyrights, moral rights (including rights of attribution and rights of integrity); (iii) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (iv) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (v) all goodwill associated therewith; and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with paragraphs (i) through (iv) above.

6. **Term of Agreement**

- (a) Toronto agrees that this contract shall be for the term of one (1) year with an annual fee of \$33,050.
- (b) The term of this agreement shall be January 1<sup>st</sup>, 2025 to December 31<sup>st</sup>, 2025 and after that date, the obligations of each party shall be at an end subject to a further written agreement between the parties.
- (b) Each party shall use its best efforts to commence negotiations to extend this agreement on or before October 30<sup>th</sup>, 2025.

7. **Termination of Agreement**

- (a) Either party may terminate this agreement upon giving ninety (90) days written notice to the other.
- (b) Toronto agrees that, upon termination of this agreement, or in the event that this agreement is not renewed or otherwise extended, the following conditions shall apply:
  - i) Toronto shall be entitled to retain and continue to use all OPVTA video programs and/or training packages/resources released during the term of its membership under this and previous agreements. In this regard, Toronto acknowledges that the OPVTA will no longer provide access to materials housed on CPKN and Toronto therefore must ensure that it has downloaded and/or copied all such materials;
  - ii) Toronto shall return all other OPVTA video materials, training packages and resources to the OPVTA, specifically consisting of the back library of OPVTA releases which pre-dates Toronto's membership in OPVTA, and which is typically provided to all new OPVTA members;

8. **Law of Contract**

This agreement shall be governed by the laws of the Province of Ontario.

**Niagara Regional Police Service**

Date of Signature:

Per:

July 1, 2025

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Bill Fordy, O.O.M.

Chief of Police

(I have authority to bind the Regional Municipality of Niagara Police Service Board)

**Toronto Police Service**

Date of Signature:

Per:

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Myron Demkiw, M.O.M.

Chief of Police

(I have authority to bind the Toronto Police Service)



## **SCHEDULE “A” – MATERIALS AND SERVICES**

From January 1<sup>st</sup>, 2025 to December 31<sup>st</sup>, 2025, Niagara, on behalf of OPVTA shall:

1. Commit 50% of the Niagara Regional Police Service's Video Unit's tracked working hours between January 1, 2025 and December 31, 2025 to OPVTA-related tasks, including administration and production. Actual hours devoted to OPVTA-related projects and activities will be tracked on a daily basis. Monthly “actual vs. projected” reports will be generated and made available to OPVTA members upon request, and will form a part of the business planning process for subsequent year(s).
2. Provide each Member with at least one (1) account to OPVTA.com. OPVTA.com will serve as the primary resource for digital video and e-course distribution. The OPVTA will use each Member's assigned liaison as the registered user, unless otherwise requested. The email address provided by the Member's liaison will be the Member's user name for OPVTA.com. Additional accounts will be considered on a per-request basis.
3. Provide each Member with access to available OPVTA e-courses through the CPKN General Portal. If the Member has a Service-specific portal hosted on CPKN, the OPVTA Repository will be included in the Member's library. OPVTA courses will be of no additional cost to the Member. OPVTA will not be responsible for the tracking or record keeping of completions. It is up to each Member to coordinate record keeping with CPKN.
4. DVD copies of OPVTA video material will not be provided unless requested by the Member. DVD copies will be provided to any Member on a per-request basis. All duplication and distribution costs associated with DVD copies shall be the responsibility of the Member.

## **SCHEDULE “B” – OPVTA POLICIES**

*The following policies were created in 1997, 1999 and were subject to revisions in 2006, 2008, 2009, 2010, 2019.*

1. Each member agency of the Ontario Police Video Training Alliance (OPVTA) shall designate from its agency an OPVTA liaison (preferably a member with responsibilities related to the agency’s training function), who will:
  - attend (where possible) meetings of the OPVTA Advisory Committee;
  - represent its agency’s interests on all routine OPVTA matters, including local distribution of OPVTA materials;
  - coordinate local logistics where mutual convenience allows production to take place in the member agency’s jurisdiction.
2. OPVTA membership is available only to traditional Police Services; non-traditional (non-sworn) agencies (e.g. Campus Police Services, Military Police, etc.) may apply for membership through the Chair of the OPVTA and are subject to the approval of the OPVTA Executive Board of Directors.
3. Community Colleges (Law and Security and Police Foundations programs) shall not be considered for any form of OPVTA membership.
4. OPVTA video programs, training packages and other resources are for the exclusive use of OPVTA member agencies in good standing; member agencies will take reasonable precautions to ensure that these resources are not reproduced, lent or otherwise distributed to unauthorized persons and/or agencies without prior permission of the OPVTA Chair.
5. Upon receipt of a fully executed membership agreement, new OPVTA members will receive one (1) user account to OPVTA.com which contains the back library of previous OPVTA releases. This back library will not include releases whose content has been deemed as out-of-date, or releases which have been subsequently updated. All releases can be viewed or downloaded on OPVTA.com. Additional logins to OPVTA.com will be made available to the member agency on a per-request basis.
6. Each member agency shall conduct itself in accordance with the OPVTA Constitution (2019).

**SCHEDULE “C” 2025 MEMBERSHIP ANNUAL FEE SCHEDULE**

<b>AUTHORIZED SWORN (Police) STRENGTH</b>	<b>Ontario</b>	<b>Associate **</b>
1 - 49	\$950	\$850
50 - 99	\$1,650	\$1,250
100 - 199	\$4,350	\$3,300
200 - 299	\$7,150	\$5,300
300 - 399	\$9,850	\$7,500
400 - 499	\$12,500	\$9,450
500 - 749	\$16,650	\$12,500
750 - 999	\$20,700	\$15,650
1,000 - 1,249	\$24,800	\$18,700
1,250 - 1,499	\$28,950	\$21,700
1,500 +	\$33,050	\$24,800

\*\* An OPVTA “**Associate Membership**” is available only to accredited agencies located outside the province of Ontario and is subject to approval by the OPVTA Executive Board of Directors. In 2009, Associate Membership fees were pro-rated to approximately 75% of regular/Ontario fees and have since been subject to incremental increases. The 75% rate is based on the historical and anticipated proportion of OPVTA programs that address issues and/or legislation of a national scope.

### **SCHEDULE "D" WEB ACCESS THROUGH CPKN**

- a) In cooperation with the OPVTA, the Canadian Police Knowledge Network (CPKN) will provide 24/7 access to OPVTA videos, e-courses and training supplements from a secure learning management system (LMS). Said system will enable employees of member agencies to view OPVTA videos and related materials in a secure, trackable, online environment. Said system shall feature a selection of titles from the OPVTA back library, plus all non-facilitated titles released after January, 2009. Where appropriate, each video/course shall also feature a testing component.
- b) **NOTE:** It shall be responsibility of the member agency to provide CPKN with a single point of contact through which all member agency related support issues are directed.
- c) **NOTE:** It shall be the responsibility of the member agency to ensure that its computer software, hardware and infrastructure meet minimum technical requirements, as identified by the OPVTA and/or CPKN.
- d) **NOTE:** It shall be the responsibility of the member agency to provide CPKN with a current list of designated employee/participant names and e-mail addresses using CPKN's group registration form. Member agencies will be responsible for providing details on users whose access is to be added, deleted and/or suspended.
- e) **NOTE:** Standardized reports reflecting organizational and individual viewership and (if applicable) test results (pass/fail) will be provided to member agencies at regular intervals, as negotiated between the member service and CPKN.
- f) **NOTE:** End-user and Training Administrator support will be provided by CPKN via telephone Monday to Friday from 7am - 5pm (Eastern), or by e-mail at [support@cpkn.ca](mailto:support@cpkn.ca). Should support not be immediately available, CPKN will respond to all messages requesting support within one (1) business day.
- g) **NOTE:** Member agencies are under no obligation to participate in or make use of said system. However, in acknowledging that the system is a shared cost benefit, member agencies choosing not to participate shall not be eligible for any form of "opt out" reimbursement.

## **Appendix B**

THIS AGREEMENT made this 1<sup>st</sup> day of July, 2025.

B E T W E E N:

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Hereinafter called "Niagara"

and

**TORONTO POLICE SERVICE**

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- (b) Based upon Toronto's sworn (police) authorized strength of 5,498 officers, Toronto shall, on or before September 1, 2025 and April 1, 2026, or within thirty days of delivery by Niagara of an acceptable invoice, whichever is later, pay the sum of \$33,050 in 2025 (plus applicable taxes) and \$35,050 in 2026 (plus applicable taxes) in accordance with the fee schedule set out in Schedule "C". Toronto agrees and undertakes to advise Niagara throughout the term of any changes in its said authorized strength which results in a change in the fees required to be paid in accordance with Schedule "C" to this agreement.
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(i) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers; (ii) copyrights, moral rights (including rights of attribution and rights of integrity); (iii) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (iv) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (v) all goodwill associated therewith; and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with paragraphs (i) through (iv) above.

6. **Term of Agreement**

- (a) Toronto agrees that this contract shall be for the term of two (2) years with an annual fee of \$33,050 in 2025 and \$35,050 in 2026.
- (b) The term of this agreement shall be January 1<sup>st</sup>, 2025 to December 31<sup>st</sup>, 2026 and after that date, the obligations of each party shall be at an end subject to a further written agreement between the parties.
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8. **Law of Contract**

This agreement shall be governed by the laws of the Province of Ontario.

**Niagara Regional Police Service**

Date of Signature:

Per:

July 1, 2025

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Bill Fordy, O.O.M.

Chief of Police

(I have authority to bind the Regional Municipality of Niagara Police Service Board)

**Toronto Police Service**

Date of Signature:

Per:

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Myron Demkiw, M.O.M.

Chief of Police

(I have authority to bind the Toronto Police Service)

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6. Each member agency shall conduct itself in accordance with the OPVTA Constitution (2019).

**SCHEDULE “C” 2025/2026 MEMBERSHIP ANNUAL FEE SCHEDULE**

AUTHORIZED SWORN (Police) STRENGTH	Ontario		Associate **	
	2025 Fee	2026 Fee	2025 Fee	2026 Fee
1 - 49	\$950	\$1,050	\$850	\$950
50 - 99	\$1,650	\$1,750	\$1,250	\$1,350
100 - 199	\$4,350	\$4,650	\$3,300	\$3,500
200 - 299	\$7,150	\$7,600	\$5,300	\$5,650
300 - 399	\$9,850	\$10,450	\$7,500	\$7,950
400 - 499	\$12,500	\$13,250	\$9,450	\$10,050
500 - 749	\$16,650	\$17,650	\$12,500	\$13,250
750 - 999	\$20,700	\$21,950	\$15,650	\$16,600
1,000 - 1,249	\$24,800	\$26,300	\$18,700	\$19,850
1,250 - 1,499	\$28,950	\$30,700	\$20,170	\$23,050
1,500 +	\$33,050	\$35,050	\$24,800	\$26,300

\*\* An OPVTA “**Associate Membership**” is available only to accredited agencies located outside the province of Ontario and is subject to approval by the OPVTA Executive Board of Directors. In 2009, Associate Membership fees were pro-rated to approximately 75% of regular/Ontario fees and have since been subject to incremental increases. The 75% rate is based on the historical and anticipated proportion of OPVTA programs that address issues and/or legislation of a national scope.

### **SCHEDULE "D" WEB ACCESS THROUGH CPKN**

- a) In cooperation with the OPVTA, the Canadian Police Knowledge Network (CPKN) will provide 24/7 access to OPVTA videos, e-courses and training supplements from a secure learning management system (LMS). Said system will enable employees of member agencies to view OPVTA videos and related materials in a secure, trackable, online environment. Said system shall feature a selection of titles from the OPVTA back library, plus all non-facilitated titles released after January, 2009. Where appropriate, each video/course shall also feature a testing component.
- b) **NOTE:** It shall be responsibility of the member agency to provide CPKN with a single point of contact through which all member agency related support issues are directed.
- c) **NOTE:** It shall be the responsibility of the member agency to ensure that its computer software, hardware and infrastructure meet minimum technical requirements, as identified by the OPVTA and/or CPKN.
- d) **NOTE:** It shall be the responsibility of the member agency to provide CPKN with a current list of designated employee/participant names and e-mail addresses using CPKN's group registration form. Member agencies will be responsible for providing details on users whose access is to be added, deleted and/or suspended.
- e) **NOTE:** Standardized reports reflecting organizational and individual viewership and (if applicable) test results (pass/fail) will be provided to member agencies at regular intervals, as negotiated between the member service and CPKN.
- f) **NOTE:** End-user and Training Administrator support will be provided by CPKN via telephone Monday to Friday from 7am - 5pm (Eastern), or by e-mail at [support@cpkn.ca](mailto:support@cpkn.ca). Should support not be immediately available, CPKN will respond to all messages requesting support within one (1) business day.
- g) **NOTE:** Member agencies are under no obligation to participate in or make use of said system. However, in acknowledging that the system is a shared cost benefit, member agencies choosing not to participate shall not be eligible for any form of "opt out" reimbursement.