



# NIAGARA REGIONAL POLICE SERVICE

## Police Service Board Report

### PUBLIC AGENDA

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**Subject:** Ontario Police Video Training Alliance - 2025 Business  
**Report To:** Plan Chair and Members, Niagara Police Service Board  
**Report Date:** 2025-06-04

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### Recommendation:

**That the Niagara Police Service Board (Board) approve the 2025 Ontario Police Video Training Alliance (OPVTA) Business Plan.**

### Key Facts

- The purpose of this report is to seek the Board's approval for the OPVTA Business Plan.
- The OPVTA creates and distributes learning material to over 26,000 police officers.
- Cost recovery for material produced by OPVTA is achieved by way of a fee schedule for members.

### Financial Considerations

The OPVTA operates on a not-for-profit basis. The OPVTA operates on a cost recovery basis through membership fees, which are obtained from the member agencies. The membership fee is unique to each agency and is based on the size of each agency's sworn strength.

### Analysis

The Niagara Regional Police Service (Service) Video Unit was formed in 1982 as a cost-effective means of providing in-service training to its members. Current responsibilities include Service-specific video production, e-learning development, technical and investigative support, community engagement, and corporate communications. Yearly, half of the unit's time and resources are devoted to the OPVTA. The OPVTA produces and distributes training videos, e-learning courses and support materials to a police audience of over 26,000 officers representing 68 member agencies.

Ensuring that the OPVTA revenues adequately cover actual OPVTA costs is an important priority for both the Video Unit and the Service. Since 2001, cost recovery has been achieved through a sliding fee schedule (see "OPVTA Membership Fees 2025-2026", attached as Appendix "A"), which is based on the sworn strength of each

member agency. In 2025, it is anticipated that the OPVTA will generate \$378,050 in total revenues based on an 8% increase in fees. In 2026, it is anticipated that the OPVTA will generate \$402,348 in total revenue based on a 6% increase in fees. These fee increases will result in OPVTA revenues and OPVTA operating costs to balance in 2025 and 2026.

There is an anticipated \$926.00 deficit expected in 2025. As of June 1, 2025, the OPVTA reserve fund has a balance of \$40,517.12 (see "OPVTA Reserve Fund 2025", attached as Appendix "D"). The anticipated \$926.00 deficit can be taken from the OPVTA reserve account if required.

To help ensure that OPVTA-related costs are being recovered, ongoing financial analyses are conducted of all projected and actual OPVTA-related expenses and cost recovery. Since 2020, the foundation for the OPVTA Business Plan has been a 50/50 time split between Service tasks and OPVTA-related activities.

In planning for the 2025 Video Unit operational budget, and for the purpose of estimating the revenue required to recover costs attributed to OPVTA involvement, personnel costs will be estimated at 50% of available staff hours. In addition to budgeted staff hours, other areas of the Video Unit budget are attributed to the OPVTA by an estimated percentage. Expenses such as travel and meal admin are assessed by a percentage that has been informed by past experience. Further, additional costs (e.g., building maintenance, vehicle maintenance and fuel) are not directly reflected in the Video Unit's operational budget, however, they are also taken into account in order to provide a true assessment of projected 2025 OPVTA costs (see "OPVTA Cost Assessment 2025", attached as Appendix "B").

The OPVTA will offer its 68 membership services with a 1-year or 2-year contract in 2025 (see "OPVTA Contract 2025", attached as Appendix "E", and "OPVTA Contract 2025 - 2026", attached as Appendix "F").

Although membership in the OPVTA is relatively stable, there are invariably some yearly changes. The anticipated cost recovery assumes that all members and associate members remain part of the OPVTA. In the event revenue unexpectedly does not cover the costs associated with Service participation in the OPVTA, then a recommendation would be made to the OPVTA Board of Directors to access the OPVTA Reserve Account to reconcile the variance. Conversely, in the event that revenue is found to exceed actual costs attributed to Service involvement in OPVTA, an application will be made to have the resulting variance deposited in the OPVTA Reserve Account.

Based on the foregoing analysis, and approval of this recommendation, it is anticipated that the OPVTA will be self-sufficient in 2026. The financial impact of this recommendation is reflected on the attached Appendix "C" ("Projected OPVTA Cost Recovery 2025-2026").

## **Alternatives Reviewed**

To terminate the provision of this shared service.

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

The Board's approval of the 2025 OPVTA Business Plan reinforces both the Service and Board commitment to public safety and organizational excellence. The knowledge in-service training provides our membership and partner agencies is invaluable.

## **Relevant Policy Considerations**

Not applicable.

## **Other Pertinent Reports**

9.4 – 2024.03.28 – 2024 Ontario Police Video Training Alliance (OPVTA) Business Plan

*This report was prepared by Zachary Labute, Video Unit Coordinator, 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 Membership Fees 2025 - 2026

Appendix B - OPVTA Cost Assessment 2025

Appendix C - Projected OPVTA Cost Recovery 2025 - 2026

Appendix D - OPVTA Reserve Fund 2025

Appendix E - OPVTA Agreement 2025 – 1-Year Term

Appendix F - OPVTA Contract 2025 - 2026 – 2-Year Term

## Appendix A

### OPVTA Membership Fees 2025-2026

<b>AUTHORIZED SWORN (Police) STRENGTH</b>	<b>Ontario 2025 Fee</b>	<b>Ontario 2026 Fee</b>	<b>Associate** 2025 Fee</b>	<b>Associate** 2026 Fee</b>
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	21,700	23,050
1,500 +	\$33,050	\$35,040	\$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.

## Appendix B

### OPVTA Cost Assessment 2025

#### NRPS Video Unit & OPVTA Cost Assessment 2025

Category	Video Unit Budget	OPVTA Percentage	Dollar Value of OPVTA Allocation
<b>Personnel Costs</b>	\$629,280	50	<b>\$306,677</b>
<b>Overtime</b>	3,000	90	<b>2,700</b>
<b>Total Personnel</b>	\$629,280		<b>\$315,842</b>

#### Other Expenses

Category	Video Unit Budget	OPVTA Percentage	Dollar Value of OPVTA Allocation
<b>Consulting Services</b>	\$25,000	100 <sup>1</sup>	\$25,000
<b>Office Supplies</b>	100	50	100
<b>Travel Admin</b>	750	90 <sup>2</sup>	675
<b>Meal Admin</b>	3,000	90 <sup>2</sup>	2,700
<b>Cellular phone</b>	2,000	50	1,000
<b>Other Program Specific Supplies</b>	2,000	50	1,000
<b>Minor Machinery &amp; Equipment</b>	5,000	50	2,500
<b>Leases, etc.</b>	8,000	50	4,000
<b>Repair &amp; Maintenance</b>	500	50	250
<b>Total other</b>	46,350		37,175
<b>Total Direct Costs</b>	<b>\$675,630</b>		<b>\$353,017</b>

#### Additional Items

Category	Video Unit Budget	OPVTA Percentage	Dollar Value of OPVTA Allocation
<b>Building/Office space</b>	\$20,051	50 <sup>3</sup>	\$10,025
<b>Vehicle</b>	-	90 <sup>4</sup>	-
<b>Fuel and Maintenance</b>	3,500	90 <sup>4</sup>	3,150
<b>Retro Pay Contingency</b>	25,588	50	12,794
<b>Transfer In From Reserve</b>	(936)	100 <sup>5</sup>	(936)
<b>Total Additional Items</b>			<b>25,969</b>
<b>Total Expected OPVTA Expenses</b>			<b>378,050</b>
<b>Total Expected OPVTA Revenues <sup>6</sup></b>			<b>378,050</b>
<b>NRPS Cost to Run OPVTA <sup>7</sup></b>			<b>\$0</b>

1. Estimate: Costs associated with the distribution of OPVTA material through CPKN and the management of OPVTA.com are fully attributed to the OPVTA.
2. Estimate: Production of OPVTA materials takes place across the province; OPVTA activities account for the vast majority (90%) of all travel-related expenses (meals and accommodation);
3. Building maintenance costs of \$505,063 - provided by the Service's Finance Manager, Laura Rullo, pro-rated at 3.97% (Total facility area = 25,140 ft<sup>2</sup>, Video Unit area = 997 ft<sup>2</sup>, or 3.97%) = \$20,051 (50%);
4. Vehicle is a 2017 Dodge Caravan, which was amortized over a 7-year period. The vehicle has been fully amortized as of 2024.
5. Withdrawal from the reserve account to reconcile the variance.
6. 8% increase in fees for 67 membership agencies represent \$378,050 in projected revenues
7. OPVTA expenses minus revenues plus reserve withdrawal enables OPVTA to be self-sustained in 2025.

## Appendix C

### Projected OPVTA Cost Recovery 2025-2026

Member	Strength	2024	2025	Member	Strength	2024	2025
Akwesasne Mohawk **	33	850	950	Ontario Police College	\$0	\$0	\$0
Anishinabek	65	1,650	1,750	O.P.P.	6,218	33,050	35,050
Assiniboine College **	25	850	950	Ottawa	1,339	28,950	30,700
Atlantic Police Academy **	35	850	950	Ottawa Transit	50	1,650	1,750
Aylmer	13	950	1,050	Owen Sound	41	950	1,050
Belleville	92	1,650	1,750	Peel Regional	2,045	33,050	35,050
Brantford	191	7,500	7,950	Port Hope	24	950	1,050
Brock University	13	950	1,050	RCMP Resource Centre **	350	7,500	7,950
Brockville	42	950	1,050	Saint John (NB) **	130	3,300	3,500
CFMPA	44	950	1,050	Sarnia	111	4,350	4,650
Carleton University	25	1,000	1,100	Sask. Police College **	37	850	950
Chatham-Kent	170	4,550	4,850	Saugeen Shores	23	950	1,050
CN Police **	80	1,250	1,350	Six Nations Police	35	950	1,050
Cobourg	36	950	1,050	Smiths Falls	23	950	1,050
Cornwall	91	1,650	1,750	South Simcoe	76	4,350	4,650
Deep River	8	950	1,050	St. Thomas	65	1,650	1,750
Durham Regional	871	20,700	21,950	Stratford	66	1,650	1,750
Fanshawe College	10	950	1,050	Strathroy-Caradoc	33	950	1,050
Gananoque	15	950	1,050	Thunder Bay	198	7,150	7,600
Greater Sudbury	264	7,150	7,600	Timmins	84	1,650	1,750
Guelph	205	7,150	7,600	Toronto	5,498	33,050	35,050
Halton Regional	629	16,650	17,650	Treaty Three	75	1,650	1,750
Hamilton	824	20,700	21,950	University of Guelph	18	950	1,050
Hanover	21	950	1,050	University of Toronto - St G	35	950	1,050
Kawartha Lakes	39	950	1,050	University of Western Ont.	18	950	1,050
LaSalle	36	950	1,050	Waterloo Regional	787	20,700	21,950
London	611	16,650	17,650	West Grey	20	950	1,050
McMaster University	22	950	1,050	Wikwemikong	18	950	1,050
Miramichi (MB) **	33	850	950	Wilfrid Laurier University	15	950	1,050
Niagara Parks	23	950	1,050	Windsor	430	12,500	13,250
Niagara Regional	754	0	0	Woodstock	79	1,850	2,000
Nishnawbe-Aski	150	7,150	7,600	York Region Transit	30	950	1,050
North Bay	97	1,650	1,750	York Regional	1,697	33,050	35,050
Ontario Fire Marshal	40	950	1,050				
				<b>Total Expected Revenue</b>	<b>\$26,181</b>	<b>\$378,050</b>	<b>\$402,550</b>

\*\* 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.

**Appendix D**  
**OPVTA Reserve Fund 2025**

**Niagara Regional Police Service**  
**OPBTA Reserve Continuity Schedule**  
**As of June 1, 2025**

<b>Description</b>	<b>Amount</b>
Opening Balance Jan 1, 2016	<b>\$37,882.12</b>
2016 Reserve Transfer In/(Out)	<b>(7,183.00)</b>
Opening Balance Jan 1, 2017	<b>30,699.12</b>
2017 Reserve Transfer In/(Out)	<b>30,423.00</b>
Opening Balance Jan 1, 2018	<b>61,122.12</b>
2018 Reserve Transfer In/(Out)	-
Opening Balance Jan 1, 2019	<b>61,122.12</b>
2019 Reserve Transfer In/(Out)	<b>48,175.00</b>
Opening Balance Jan 1, 2020	<b>109,297.12</b>
2020 Reserve Transfer In/(Out)	<b>(2,250.00)</b>
Opening Balance Jan 1, 2021	<b>107,047.12</b>
2021 Reserve Transfer In/(Out)	<b>4,477.00</b>
Opening Balance Jan 1, 2022	<b>111,524.12</b>
2022 Reserve Transfer In/(Out)	<b>(10,994.00)</b>
Opening Balance Jan 1, 2023	<b>100,530.12</b>
2023 Reserve Transfer In/(Out)	<b>(21,212.00)</b>
<b>Opening Balance Feb 1, 2024</b>	<b>79,318.12</b>
2024 Reserve Transfer In/(Out)	<b>(38,801.00)</b>
Opening Balance June 1, 2025	<b>40,517.12</b>
Expected 2025 deficit and transfer	<b>(936.00)</b>
<b>Expected Reserve Balance Jan 1, 2026</b>	<b>\$39,518.12</b>

## **Appendix E**

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 F**

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 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.
- (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 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.
- (b) Each party shall use its best efforts to commence negotiations to extend this agreement on or before October 30<sup>th</sup>, 2026.

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>, 2026, 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, 2026 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” 2025/2026 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.