



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: P25 Voice Radio System Licence Agreement - Regional Municipality of Niagara

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-11-27

Recommendation(s)

That the Niagara Police Service Board (Board) authorize the Chief of Police to enter into an agreement with the Regional Municipality of Niagara (Region) for the purpose of the Region's participation in the P25 Voice Radio System (P25 VRS).

Key Facts

- The Board, through the Region, has purchased an interoperable P25 Public Safety grade voice radio communication system known as "P25 VRS" for the use of the Niagara Regional Police Service (Service).
- The Board encouraged other Regional Public Safety agencies to utilize the P25 VRS for purposes of public safety enhancement, interoperability, efficiency, and cost-savings.
- At the Board's Information Technology Committee confidential meeting held on March 10, 2016, the committee considered Service report c.64/2016 dated February 25, 2016. The report outlined a detailed P25 VRS cost-recovery structure for Niagara Public Safety and other municipal agencies.
- The committee was presented with an approved fixed recovery fee in the amount of \$50.00 per month per Subscriber Equipment (SE) plus applicable taxes.
- The cost is allocated based on an agency's total number of active SE associated with the P25 VRS.

Financial Considerations

The Region is assuming full responsibility for the necessary P25 VRS capital acquisition, such as SE. An agreed-to license fee of \$50.00 per SE per month, plus applicable taxes, reflects the contractual nature of this agreement until each party exercises their right to terminate. The agreement is valid until May 31, 2032.

The annual license fee is based on 195 SEs, with a cost recovery of \$117,000.00, plus applicable taxes. This fee represents a recovery of existing Service operating expenses incurred for the operation and maintenance of the P25 VRS, including salaries, annual maintenance, hydro, leases, licenses, and permits.

The annual SE licensing fee revenue has been included in the 2026 operating budget.

Analysis

This report has been prepared to seek Board approval to enter into a P25 VRS agreement (included as Appendix 1) with the Region. The agreement was prepared in consultation with both the Service's and Region's legal counsel. The agreement contains all the necessary conditions and consolidates the binding nature of its activities and financial commitments.

The P25 VRS capacity accommodates up to 2,000 subscribers from additional public safety agencies. More specifically, the fire services operating within the Niagara Region require no additional core system infrastructure. This number covers subscriber equipment from the 12 fire services if they all choose to join the Service's P25 VRS.

Costs necessary to accommodate a very specific system infrastructure to an agency's operational requirements are covered by the agency.

Partnering with the Service allows the Region to realize operational and business outcomes, such as upgraded radios operating on public safety and digitally encrypted systems, increased safety, coverage, and interoperability with internal and external partners through standardized support and operating procedures.

The Service will be responsible for carrying out the day-to-day operation and maintenance of the P25 VRS. The Service will be responsible for P25 VRS administration and will consult with all affiliated agencies regarding the effects of any functional change on the performance of the P25 VRS and its infrastructure.

Strategic Considerations

Further expansion of the Service's P25 VRS user base through partnerships will increase the opportunity to share and recover some of the system's operating costs. To date, 6 fire services, Niagara Parks Police and the Canada Border Services Agency are operating on the P25 VRS. The Service remains optimistic that additional fire partners will join the P25 VRS in future years.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

The Service is dedicated to improving the emergency services provided to its public safety partners, community, and citizens. The Service seeks partnership opportunities

to enhance the delivery of those services while simultaneously improving the effectiveness and efficiency of its workforce.

Relevant Policy Considerations

- Board By-Law 412-2024, 'Financial Reporting, Control and Procurement of Goods and Services in the Niagara Regional Police Service.'
- 2022-2025 Strategic Plan
- Community Safety and Policing Act, 2019, s.10 (1)

Other Pertinent Reports

Not applicable.

This report was prepared by Akram Askoul, Director, Technology Services, in consultation with Vita Gauley, General Counsel, and Morgan Young, Region's Legal Representative. Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:

Bill Fordy, O.O.M. #5835
Chief of Police

Appendices

Appendix 1 - P25 Voice Radio System Licence Agreement – NRPS & Region

APPENDIX 1

THIS AGREEMENT made the _____ day of _____, 2025.

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

(the “Board”)

and

THE REGIONAL MUNICIPALITY OF NIAGARA

(the “Region”)

WHEREAS the Board provides civilian oversight to the Niagara Regional Police Service (“the NRPS”) in accordance with the provisions of the *Community Safety and Policing Act, 2019, s. 10 (1)*;

AND WHEREAS the Board and the Region have entered into a license agreement dated June 30, 2025, governing the relationship between the Parties with respect to the NRPS P25 VRS location sharing and the use of the NRPS data communication systems;

AND WHEREAS the Board, through The Regional Municipality of Niagara (the “Region”), has purchased an interoperable public safety grade voice radio communication system known as “P25 VRS” for the use of the NRPS and wishes to encourage and facilitate the use of the system by other emergency services and municipal services within the Region for purposes of public safety enhancement, operational efficiency and cost-savings;

AND WHEREAS it is in the public interest that safety-related radio communications are interoperable between all responding agencies engaged in the provision of public safety-related services;

AND WHEREAS the Parties wish to enter into this Agreement to outline the terms and conditions relating to the Region’s participation in the P25 VRS, including cost, maintenance and enhancement of the P25 VRS;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), the Parties agree as follows:

1. In this Agreement, unless there is something in the subject matter that is inconsistent therewith, the following terms shall have the following meanings:

- 1.1 **Agreement** means this agreement, including its recitals, schedules and appendices, which form an integral part of it, as may be amended from time to time;
- 1.2 **Annual Licence Fee** means the total annual amount payable by the Region to the Board to use the P25 VRS and, for clarity, does not include the cost of any Subscriber Equipment or Industry Canada (Now ISED) licencing for the Subscriber radios.
- 1.3 **Dispute Resolution** means the mechanism for settling disagreements arising from the operation of this MOU, as set out in Section 6.
- 1.4 **Emergency Repairs** mean repairs without which a failure of the P25 VRS, or any portion or component of the P25 VRS, occurs or is imminent and leaves or would leave any portion of the geographic area served by the P25 VRS without reliable service;
- 1.5 **Party** means a signatory to this Agreement and **Parties** mean all of the signatories to this Agreement collectively;
- 1.6 **P25 VRS** means the public safety grade Multi-site 700 MHz P25 Phase II Digital Simulcast Voice Radio Communication System competitively procured and purchased by the Region;
- 1.7 **P25 VRS Subscriber Equipment** or **Subscriber Equipment** means portable and mobile radios, all P25 features, configuration/programming and installation including dispatch consoles owned and used by a participant in order to participate in the P25 VRS including additions to, and upgrades made from time to time to such portable and mobile radios and other components as required to ensure its continued operation;

- 1.8 **P25 VRS Infrastructure** means the essential components of the P25 VRS which are required in order to provide optimal performance and coverage for two way radio services throughout the Region and shall include radio towers, system repeaters, power amplifiers, power supplies, emergency back up power, supplies at repeater sites and master site(s), antenna systems and associated coupling equipment, controllers, network interconnections, security, heating, ventilation, cooling, backhaul equipment including microwave radios, system master or secondary site(s) along with associated controllers, consoles, network interconnections, servers and switches, but does not include Subscriber Equipment;
- 1.9 **P25 VRS Annual Cost** means the actual annual expenditures of the Board that are required for the operation and maintenance of the P25 VRS, including, but not limited to, P25 VRS Infrastructure, P25 VRS maintenance, P25 VRS related site leases, hydro, network, fibre circuits and the costs associated to the employment of the RSM&T but does not include the out of warranty repair or purchase of Subscriber Equipment that shall be the sole responsibility of each participant in the P25 VRS;
- 1.10 **Radio System Manager and Technician or RSM&T** means the NRPS members employed by the Board responsible for P25 VRS Infrastructure administration, overseeing Subscriber Equipment maintenance by the System Vendor, and the day-to-day operation, management and maintenance of the P25 VRS;
- 1.11 **System Vendor** means the primary vendor contracted with the Region to provide, install, and maintain the P25 VRS, namely Motorola Solutions Canada Inc., and all sub-contractors and agents engaged by the Region and/or the System Vendor to perform the duties as required by the System Vendor contract;
2. The recitals herein are true and accurate.
3. This Agreement shall commence on June 01, 2025, expiring on May 31, 2032 (the "Term").
4. The Board shall ensure the P25 VRS is always fully functional during the Term in compliance with all performance and maintenance warranties provided by the System Vendor.
5. **Subscriber Equipment Purchase**
 - 5.1 Each Party shall be responsible for the purchase costs of its own Subscriber Equipment and shall negotiate the purchase of its Subscriber Equipment separately.
 - 5.2 All Subscriber Equipment must be authorized for operation on the P25 VRS by the NRPS. It is the responsibility of the Region to inventory its Subscriber Equipment, authorized for operation on the P25 VRS by the NRPS. Upon submission of Subscriber Equipment for such authorization, NRPS may conduct inspections, tests, and programming as may be required to ensure that the Subscriber Equipment is suitable for operation on the P25 VRS. The NRPS will provide written notice to the Region submitting the Subscriber Equipment that such equipment is authorized for operation on the P25 VRS, effective on the date of such notice.
 - 5.3 All Subscriber Equipment authorized by the NRPS shall be compatible with the P25 VRS software at the time of authorization onto the system and any future software release of the P25 VRS.
6. **Operation**
 - 6.1 The Board shall be responsible for the day-to-day administration and operation of the P25 VRS and will consult with the Region with respect to the effect that any functional change may have on the performance of the P25 VRS and P25 VRS Infrastructure. No functional change will be made to the P25 VRS or P25 VRS Infrastructure that may adversely affect the Region without reasonable notice to the Region. Reasonable notice will be determined by the Board based on the circumstances, but shall not be less than fourteen (14) days except in the case of Emergency Repairs, for which the Board shall provide as much notice as is practicable.
 - 6.2 The RSM&T shall be the Region's main point of contact for all matters related to the administration, operation and maintenance of the P25 VRS. The RSM&T shall be

available twenty-four (24) hours a day and seven (7) days a week during the Term and shall engage the System Vendor on the Region's behalf in such matters as necessary for components for the P25 VRS.

- 6.3 The Region shall provide the RSM&T with access to the P25 VRS radio consoles throughout the Term for maintenance and inspection purposes.
- 6.4 The Region is responsible for determining the Subscriber Equipment it requires to meet its operational needs during the Term.
- 6.5 Each Party shall always maintain emergency escalation protocols and contact information for the other Party.

7. Dispute Resolution

- 7.1 Each Participant will have thirty (30) days after receiving notification to remedy any alleged breach of this MOU, failing which the dispute shall be referred to the Chair of the Board and (need Region's Input and referral point of contact).
- 7.2 Any notices will be in writing and will be deemed to have been effectively given if signed, sent by email, or courier to the Participants at their addresses set out below:

For the Region

The Regional Municipality of Niagara
1815 Sir Isaac Brock Way
Thorold, Ontario, Canada, L2V 4T7

Attn:

Email: @niagararegion.ca

For the Board:

The Regional Municipality of Niagara Police Services Board
5700 Valley Way
Niagara Falls, ON L2E 1X8

Attn: Bill Fordy, Chief of Police, Niagara Regional Police Service

Email: bill.fordy@niagarapolice.ca

Attn: Akram Askoul, Director Technology Services

Email: Akram.Askoul@niagarapolice.ca

- 7.3 The parties to the dispute may agree to extend any of the deadlines set out in Section 7.1, but such agreement must include all parties to the dispute and must be in writing. In the event of disagreement, the deadlines in Section 7.1 shall apply and may be enforced by any party to the dispute.
- 7.4 Notwithstanding any other provision of this Agreement, the parties to the dispute may agree to a mediation after negotiations and before arbitration. For the dispute to be set for mediation, all parties must agree to mediation and to extend the deadlines set out above. If one or more parties to the dispute do not agree to proceed with mediation, the dispute shall proceed to arbitration.
- 7.5 The Participants will, throughout the period of dispute resolution, endeavour to perform their respective obligations under the terms of this MOU to the best of their abilities and in good faith.

8. Financial Terms

- 8.1 The Annual Licence Fee payable by the Region shall be calculated in accordance with Appendix "A" attached hereto.
- 8.2 The RSM&T and the Region will prepare and update, from time to time, a chart depicting the Subscriber Equipment of the Region. This chart will be prepared and updated as required to support a quarterly billing structure for the Annual Licence Fee.

9. The Board hereby agrees to indemnify and hold harmless and defend the Region, its elected officials, directors, officers, agents, employees and volunteers from and against any and all liability, loss, costs, damages, expenses, 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 this Agreement unless solely caused by the negligence or wilful misconduct of the Region.

10. Each Party shall have the right to terminate this Agreement without cause upon twelve (12) months prior written notice.

11. Each Party shall have the right to terminate this Agreement for breach upon thirty (30) days prior written notice. Given the importance of the P25 VRS to the Parties for public safety purposes, the Parties agree that they do not intend for a breach to be declared for inconsequential actions that do not substantially affect the rights of the Parties.

12. Any notices or communications with respect to this Agreement shall be in writing and shall be deemed to have been sufficiently and effectively given if signed by or on behalf of the party giving the notice and personally delivered, or sent by email or courier to the parties at their addresses as set out below or to any other address that a party designates in writing:

To The Region :

The Regional Municipality of Niagara

1815 Sir Isaac Brock Way

Thorold, ON L2T 4E6

Attn:

Email:

To the Board:

The Regional Municipality of Niagara Police Services Board

5700 Valley Way

Niagara Falls, ON L2E 1X8

Attn: Bill Fordy, Chief of Police, Niagara Regional Police Service

Email: [Bill.Fordy @ niagarapolice.ca](mailto:Bill.Fordy@niagarapolice.ca)

Any such notice shall be conclusively deemed to have been given on the date of delivery, if given personally; or if sent by email before 3:00 p.m. on a Business Day, shall be deemed to have been given on that Business Day; or if sent by email after 3:00 p.m. on a Business Day or at any time on a day that is not a Business Day, shall be deemed to have been given on the next Business Day after the date of the email; or if sent by courier, on the date actually received. For purposes of this agreement "Business Day" means Monday through Friday except for any statutory or civic holidays.

13. This Agreement may not be assigned or sublicensed by either Party without prior mutual consent.

14. The provisions of this Agreement shall be deemed severable, and the termination, invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the other provisions hereof.

15. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the Parties.

16. Unless otherwise indicated herein, all references to currency herein are to lawful money of Canada.

17. The provisions of this Agreement shall not affect the rights of the Parties which may subsist from time to time pursuant to any other agreements between them relating to any matters other than the subject matter of this Agreement, nor relieve the Parties of any obligations they may have pursuant to such agreements.

18. This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

19. The failure by either Party at any time to require performance by the other Party of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

20. This Agreement constitutes the entire agreement between the Parties and supersedes any other representations, understandings, or agreements.

21. This Agreement may be executed in any number of counterparts, and all such counterparts together shall constitute one agreement, binding on the Parties hereto, and each counterpart will be deemed an original. Delivery of an executed counterpart of this Agreement by facsimile or email, including by electronic delivery in portable document format or tagged image file format, will be equally effective as delivery of a manually executed counterpart thereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

THE REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

Name:

Title:

Name:

Title:

I/We have authority to bind the Corporation.

THE REGIONAL MUNICIPALITY OF NIAGARA

Name:

Title:

Name:

Title:

I/We have authority to bind the Corporation.

APPENDIX “A” – Annual Licence Fee

1. The Annual Licence Fee shall be calculated based on a monthly system access fee of \$50.00 for each authorized portable or mobile radio connected to the P25 VRS for the Region’s use each month for every twelve (12) month period of the Term. This monthly system access fee of \$50.00 may not be increased by the Board during the Term and is inclusive of all applicable taxes. The Annual Licence Fee shall be prorated in the event of any partial year of use.
2. There is no system access fee or any other fee or charge associated with the Region’s use and operation of any radio console on the P25 VRS.
3. Upon commencement of its participation in the P25 VRS, the Region estimates that it requires connection to the P25 VRS for the quantity of radios and consoles set out in Table 1 below, which table also calculates the associated system access fees for such equipment. Table 1 is included in this Agreement for informational purposes only.

Table 1: Estimated Number of Radios and Consoles and Associated Fees

Business Groups	Device Type	Total Device Count	Monthly Cost
Fleet	APX2500 Mobile (Vehicle Install)	6	\$ 300.00
Traffic Systems	APX2500 Mobile (Vehicle Install)	21	\$ 1,050.00
Transportation Operations	APX2500 Mobile (Vehicle Install)	71	\$ 3,550.00
By-Law	APX5000 Portable (Hand Held)	7	\$ 350.00
Dispatch	APX5000 Portable (Hand Held)	6	\$ 300.00
CE&FM	APX5000 Portable (Hand Held)	8	\$ 400.00
EMS	APX5000 Portable (Hand Held)	2	\$ 100.00
Water Wastewater	APX5000 Portable (Hand Held)	53	\$ 2,650.00
Transportation Operations	APX5000 Portable (Hand Held)	21	\$ 1,050.00