



**REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD
PUBLIC AGENDA**

Thursday, June 26, 2025, 9:30 am

**Niagara Regional Police Service - Headquarters
Community Room 1st Floor, 5700 Valley Way, Niagara Falls**

*To view the live-stream meeting proceedings, please visit
<https://calendar.niagarapolice.ca/meetings>*

Pages

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT STATEMENT

3. DECLARATIONS OF CONFLICT/PECUNIARY INTEREST

4. ADOPTION OF MINUTES

4.1 Minutes of the Public Board Meeting held Thursday, May 22, 2025

8

That the Minutes of the Public Board Meeting held Thursday, May 22, 2025 be adopted as circulated.

5. REPORTS FROM BOARD CHAIR

6. REPORTS FROM THE CHIEF OF POLICE

7. PRESENTATIONS

7.1 Major Crime/Homicide Unit

18

Presentation on major crime, specific to the responsibilities and enforcement of officers assigned to the Niagara Regional Police Service's Homicide Unit.

That the presentation be received.

8. CONSENT AGENDA

8.1	Inspector General of Policing - Provincial Public Order Maintenance Recommendations	27
	Service report dated June 5, 2025 providing a summary of the Service's compliance with the 12 recommendations that focus on the shared responsibility of police services, police service boards, and the Ontario Ministry of the Solicitor General (SOLGEN) to further strengthen Ontario's public order system, as identified following an inspection conducted between May 2023 and February 2024 by the Inspectorate of Policing to ensure compliance with Provincial Public Order Maintenance requirements.	
8.2	RMON - NRPS Request for Operating Budget Amendment	92
	Letter dated May 23, 2025 from Ann-Marie Norio, Regional Clerk, Niagara Region, advising of a resolution passed by Regional Council at their meeting held May 22, 2025 regarding the Niagara Police Service Board's request for an amendment to the Operating Budget to temporarily fund a NRPS secondment to the Homeland Security Investigations Border Enforcement Security Task Force.	
8.3	RMON - Motion Respecting Consolidated General Levy Rate	94
	Letter dated June 4, 2025 from Ann-Marie Norio, Regional Clerk, Niagara Region, advising of a resolution passed by Regional Council at their meeting held May 22, 2025, regarding the establishment of the consolidated 2026 general levy rate.	
8.4	Special Fund Acknowledgement/Sponsorship Fulfillment Report - Canadian Mental Health Association	98
	Email dated June 4, 2025 from Karen Marazzo, Communications & Revenue Development Coordinator, CMHA, acknowledging the Board's special fund donation in support of the "Wellness for All" fundraiser, and providing the Sponsorship Fulfillment Report for the event.	
8.5	Special Fund Acknowledgement - Ontario Association of Police Service Boards	106
	Letter dated June 16, 2025 from Executive Director Lisa Darling, OAPSB, acknowledging the Board's special fund donation in support of the 2025 OAPSB Spring Conference and Annual General Meeting.	
8.6	Annual Report - Collection Preservation and Control of Evidence and Property - January 1 to December 31, 2024	107
	Service report dated May 28, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 469-2024.	
8.7	Annual Report – Emergency Planning - January 1 to December 31, 2024	111
	Service report dated June 3, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 476-2024.	
8.8	Annual Report – Internal Task Forces - January 1 to December 31, 2024	115
	Service report dated May 20, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 450-2024.	

8.9	Annual Report - Ontario Sex Offender Registry - January 1 to December 31, 2024	117
	Service report dated May 21, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 453-2024.	
8.10	Annual Report – Police Response to High-Risk Individuals - January 1 to December 31, 2024	120
	Service report dated May 28, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 489-2024.	
8.11	Annual Report – Safe Storage of Police Service Firearms - January 1 to December 31, 2024	123
	Service report dated May 23, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 497-2024.	
8.12	Annual Report – Search and Seizure - January 1 to December 31, 2024	126
	Service report dated May 21, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 458-2024.	
8.13	Annual Report - Secure Holsters - January 1 to December 31, 2024	130
	Service report dated May 27, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 498-2024.	
8.14	Annual Report - Sexual Assault Investigation - January 1 to December 31, 2024	135
	Service report dated May 30, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 499-2024.	
8.15	Annual Report – Victims’ Assistance - January 1 to December 31, 2024	140
	Service report dated June 5, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 461-2024.	

That the information be received.

9. NEW BUSINESS

9.1	Community Watch in Niagara - Request to Reinvigorate Program	146
	Email dated June 15, 2025 from Cheryl Rowe requesting the establishment of a community/neighbourhood watch program in the Niagara Region.	
	That the matter be referred to Niagara Region and the Chief of Police for further consideration regarding the potential implementation of a community/neighbourhood watch program in Niagara.	

9.2	Provincial Grant Funding Update - Impact on Police Budgets	147
	Service report dated June 6, 2025 providing a provincial grant funding update and request for Board approval to write the Ministry of the Solicitor General to acknowledge the benefits of their support for policing grant programs and to recommend improvements for more timely grant notifications to assist with budget planning and risk mitigation.	
	That the Board correspond with the Ministry of Solicitor General (SOLGEN) to urge the provincial government to prioritize sustainable and predictable funding for police services, and to implement improvements to existing grant programs to better support effective community safety planning and fiscal management.	
9.3	Budget Planning – 2026 Operating Budget Forecast and Budget Timetable	155
	Service report dated June 6, 2025 requesting Board approval of the draft 2026 budget planning timetable in accordance with the Regional Budget Planning By-law 2019-79, and providing a summary of known budget pressures to-date. This follows Regional Council's approved motion recommending a 3.5% increase to the consolidated general levy, which would require a 4.5% reduction to the 2026 police base budget, resulting in a reduction of approximately 50 sworn police officers.	
	That the Board approve the draft timetable in accordance with Regional By-Law 2017-63 - Budget Control, as outlined in Appendices 1 and 2 of the report.	
9.4	Service Partnership Funding Model and Agreements	168
	Service report dated June 2, 2025 requesting the Board approve funding agreements with Crime Stoppers, Kristen French Child Advocacy Centre, Victim Services Niagara and Niagara Safety Village to officiate continued funding support from the NRPS operating budget to each partnering agency.	
	That the Board authorize the Service to enter into Funding Agreements with Crime Stoppers of Niagara (Crime Stoppers); Kristen French Child Advocacy Centre (KFCAC); Victim Services Niagara (VSN) and Niagara Safety Village (Safety Village) to officiate the Service Partnership Funding Model, as appended to the report;	
	And further, that Service Counsel be authorized to make minor adjustments to the agreements, as may be necessary, in consultation with Board Counsel.	
9.5	Ontario Police Video Training Alliance (OPVTA) - 2025 Business Plan	247
	Service report dated June 4, 2025 requesting the Board approve the 2025 OPVTA Business Plan, which reinforces both the NRPS and Board commitment to public safety and organizational excellence through the continuance of developing and distributing police learning materials to over 26,000 police officers representing 68 member agencies.	
	That the Board approve the 2025 Ontario Police Video Training Alliance (OPTVA) Business Plan as outlined in the report.	

9.6	Ontario Police Video Training Alliance (OPVTA) - 2025-2026 Membership Agreement	272
	Service report dated June 4, 2025 requesting the Board authorize the Chief of Police to enter into contractual agreements in relation to OPVTA memberships to allow member police services access to police video training materials and services provided by the Niagara Regional Police Service.	
	That the Board authorize the Chief of Police to enter into the contractual agreement in relation to the Ontario Police Video Training Alliance (OPVTA) 2025-2026 membership, and to make minor adjustments as may be necessary in consultation with the Board Solicitor.	
9.7	Multi-Function Device Renewal and Replacement Lease Contract	293
	Service report dated June 2, 2025 requesting the Board approve extending the Service's Multi-Function Devices lease contract with Ricoh Canada Incorporated for an additional five years, which is consistent with the Region's Vendor of Record (VOR) approach, and will continue to provide the Service with competitive pricing, ongoing efficiencies, and access to vendor-managed support.	
	That the Board approve a five-year extension of the current lease contract between the Niagara Regional Police Service and Ricoh Canada Inc., for the supply, installation, and support of Multi-Function Devices and the Separate Agreement as appended to the report.	
9.8	Repurposing of NRPS Sergeant and Constable Positions	303
	Service report dated June 4, 2025 requesting the Board approve the repurposing of one Sergeant position from the Member Support Unit to the Emergency Planning Unit and one Constable position from Community Services Program to the Member Support Unit, in support of frontline operations and better alignment with the Service's goal of enhancing public safety and ensuring frontline policing receives adequate support when/where needed.	
	That the Board approve the repurposing of the authorized Sergeant position from Member Support to the new Emergency Planning Unit Sergeant position and the Constable position from the Community Services Program to the Member Support Unit, as provided for in the 2025 operating budget.	
9.9	Approval for Public Donation to NRPS Canine Unit	306
	Service report dated June 2, 2025 requesting the Board approve a donation from the estate of Irene May Gladwell to the NRPS Canine Unit. This will be the third and final donation from said estate to enhance the safety and security of Niagara citizens, while in keeping with the approval criteria set out in Article 9 of Board By-Law 424-2024 - Solicitation and Acceptance of Public Donations, Sponsorships or Private Sector Funding Arrangements.	
	That the Board approve a public donation from the estate of Irene May Gladwell in the amount of \$20,965.14 to the Niagara Regional Police Service's Canine Unit.	

Service report dated June 3, 2025 requesting the Board approve the following Special Fund requests:

1. Police Week - \$2,000;
2. Youth in Policing Initiative (YIPI) - \$3,000; and
3. Future Black Female Summer Games - \$1,000.

That the Board authorize the Special Fund donations as outlined in the report and approve payment in the requested amounts.

9.11 Police Service Board By-Law Amendments - Chief of Police Performance Evaluation System

320

Correspondence dated May 30, 2025 from Deb Reid, Executive Director, Niagara Police Service Board, recommending amendments to the By-law governing the Chief of Police Performance Evaluation System to clarify and streamline the evaluation process by reordering the procedural steps.

That the Board adopt the amended by-law as appended to this report.

9.12 Police Service Board By-law – Discipline of Service Members

350

Correspondence dated June 13, 2025 from Deb Reid, Executive Director, Niagara Police Service Board, providing a draft by-law regarding the discipline of Service members as required for compliance with the Community Safety and Policing Act, 2019 (CSPA), and its Regulations.

That the Board adopt the draft by-law as appended to the report;

And further, that the Board Chair and Executive Director be authorized to make any supplementary administrative amendments to the by-law, that may be required following any additional clarification of the CSPA and its Regulations that may be received by the Ministry of the Solicitor General.

10. OTHER NEW BUSINESS

11. IN CAMERA REPORTS

11.1 Agreement Extension Award - Police Towing

At its May 22, 2025 Confidential meeting, the Board considered a Service report dated April 30, 2025 requesting the Board approve extending the Agreement with Parkway Towing Inc. to set out service provisions regarding the towing of NRPS fleet vehicles and NRPS authorized towing and storage of public vehicles only. The following motion was passed:

"The Board approved the Contract Extension Agreement between Parkway Towing Inc. and the Regional Municipality of Niagara Police Service Board for the period of June 1, 2025 to May 31, 2026, with an option to extend the term of the agreement for one additional year; and requested their decision be reported publicly. Carried."

Service reports detailing the findings and action taken pertaining to the investigations undertaken by the Special Investigations Unit (SIU) and the Niagara Regional Police Service for the incidents referenced below:

1. Case Number 24-OCI-360 – Incident of August 27, 2024;
2. Case Number 24-OCI-441 – Incident of October 17, 2024; and
3. Case Number 24-OCI-466 – Incident of October 31, 2024.

That, in accordance with Board direction, the Board's decision(s) and/or in camera report(s) be made available to the public.

12. MOTION FOR CLOSED SESSION

That the Board move into Closed Session for consideration of confidential matters pursuant to Section 44 of the Community Safety and Policing Act, namely for subject-matter related to potential litigation, human resources matters, information supplied in confidence by the Ministry of the Solicitor General and from vendors for contract awards, as well as legal matters that are subject to solicitor-client privilege.

13. ADJOURNMENT



REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD
PUBLIC MINUTES

Thursday, May 22, 2025
Niagara Regional Police Service - Headquarters
Community Room 1st Floor, 5700 Valley Way, Niagara Falls

PSB MEMBERS:

P. Chiocchio, Chair
N. Kapisavanhu, Vice Chair
L. Ip, Board Member
J. Lawson, Board Member
B. Steele, Board Member

D. Reid, Executive Director

NRPS REGRETS:

K. Gibson, Board Member
T. McKendrick, Board Member

NRPS MEMBERS:

Chief B. Fordy
Deputy Chief L. Greco, Support Services
Deputy Chief M. Lagrotteria, Community Services
Deputy Chief T. Waselovich, Operational Services
Superintendent S. Staniforth, Operational Support
C. Gauley, General Counsel
A. Askoul, Director of Information Technology
L. Blood, Director of Human Resources
L. Rullo, Director of Finance and Asset Management
Superintendent D. Forbes, Emergency Service
Superintendent P. Koscinski, Executive Services
Superintendent D. Masotti, Emergency Investigative Services
Superintendent J. Nesbit, Operational Services
Superintendent S. Parrent, Community Services
A/Superintendent J. Miller, Emergency Services
Inspector N. Dave, Executive Officer to Chief of Police
D/Sergeant N. Abbott, Executive Officer to D/C Operational Services
Sergeant S. Donovan, Traffic Reconstruction
Sergeant J. Inch, Traffic Enforcement Unit
M. Asher, Executive Assistant to the Chief

1. CALL TO ORDER

The Public Meeting of the Niagara Police Service Board commenced at 9:34 am.

2. LAND ACKNOWLEDGEMENT STATEMENT

The Board began its meeting by acknowledging that the Niagara Region is situated on treaty land. This land is steeped in the rich history of the First Nations such as the Hatiwendaronk, the Haudenosaunee, and the Anishinaabe, including the Mississauga's of the Credit First Nation. There are many First Nations, Métis, and Inuit people from across Turtle Island that live and work in Niagara today. The Regional Municipality of Niagara Police Service Board stands with all Indigenous people, past and present, in promoting the wise stewardship of the lands on which we live.

3. DECLARATIONS OF CONFLICT/PECUNIARY INTEREST

There were no declarations of conflict or pecuniary interest.

4. ADOPTION OF MINUTES

4.1 Minutes of the Public Board Meeting held Thursday, April 24, 2025

The Board amended Item 9.7, Special Fund Request #5 for the Ontario Parasport Games from \$1,000 to \$1,500 to reflect the correct amount that was requested by the organization.

Moved by: L. Ip

Seconded by: N. Kapisavanhu

That the Minutes of the Public Board Meeting held Thursday, April 24, 2025 be adopted as amended.

Carried

5. REPORTS FROM BOARD CHAIR

CAPG Webinar Sessions - The Canadian Association of Police Governance hosts monthly webinars as part of their educational strategy to keep Police Boards and Police Executives across Canada apprised of issues currently affecting the policing community. There were two webinars held during this month for discussions on Board relationships with Police Associations, and Chief of Police Performance Management Practices. Upcoming webinars are scheduled for June 10 and 19 for discussions on inclusive workplaces and strategic planning. Recorded copies of all webinars are sent to Board Members for their viewing.

Ontario Police Memorial - On May 4, Chair Chiocchio, Vice Chair Kapisavanhu, Member Lawson and Executive Director Reid joined Chief Fordy, Deputy Chief Lagrotteria, and Service Members, at the Annual Ceremony of Remembrance – Ontario Police Memorial. The Board was proud to join the NRPS and Police Services across Ontario to honour those officers who have died in the line of duty – Our Heroes in Life, Not Death.

CMHA Niagara – Wellness For All Fundraising Event - On May 8, the Canadian Mental Health Association hosted its “Wellness for all Fundraising” event. Chair Chiocchio, Vice Chair Kapisavanhu, Deputy Chief Lagrotteria and Staff Sergeant Bootsma attended the event to further support the Board’s sponsorship to assist with funding the CMHA’s mental health and addiction services being offered throughout Niagara. Member McKendrick also attended the event in her role as Executive Director of the Canadian Mental Health Association, Niagara Branch.

Introduction Ceremony - Deputy Chief Mario Lagrotteria - On May 9, the Board and the Service hosted an Introduction Ceremony to formally recognize newly promoted Deputy Chief Mario Lagrotteria. The event was well attended by many of Deputy Chief Lagrotteria’s family, friends and colleagues who were invited to come out and celebrate the success he has achieved in his policing career. Chair Chiocchio, Vice Chair Kapisavanhu, Members Lawson, McKendrick and Steele and Board staff attended the ceremony.

NRPS/American Law Enforcement - Tug of War Cross Border Event - On May 10, members of the Niagara Regional Police Service’s men’s and women’s Tug-of War Teams competed against their American law enforcement counterparts at the 57th Annual Tug-of-War Competition held on the Rainbow Bridge in Niagara Falls. The NRPS women’s team was once again victorious, successfully defending their championship title. Although the men’s team was defeated, they demonstrated determination and strong effort. Chair Chiocchio, Vice Chair Kapisavanhu, Members Lawson and Steele attended the event. A total of 354 pounds of non-perishable food was collected during the event and donated to Project Share, which provides food and essential support to an average of 130 families each year.

Annual Awards Ceremony - On May 15, the Niagara Regional Police Service, Niagara Police Service Board, Niagara Region Police Association, and the Senior Officers' Association hosted the Annual Awards Ceremony at the Holiday Inn & Suites Parkway Conference Centre in St. Catharines. This annual event recognizes our outstanding Service Members and citizens who have demonstrated excellence or made invaluable contributions to the Niagara community. Chair Chiocchio, Vice Chair Kapisavanhu, Members Ip and Lawson and Board staff attended the event.

OAPSB Zone 4 Meeting - On May 21, the Ontario Association of Police Service Boards held a virtual Zone 4 Quarterly Meeting. These quarterly engagements allow 14 Police Services Boards within a certain geographic area to meet for the purpose of discussing matters related to police governance. Chair Chiocchio and Executive Director Reid attended the meeting.

NRPS Auxiliary Graduation Ceremony - On May 27, the Service will be holding an NRPS Auxiliary Graduation Ceremony for 12 new Auxiliary Members to the Niagara Regional Police Service. The ceremony will start at 5 pm and is being held in the Community Room at Police Headquarters. Members wishing to attend the event are asked to confirm with Board staff.

2026-2029 PSB/NRPS Strategic Plan Consultation Sessions - As part of the development process for the PSB/NRPS 2026-2029 Strategic Plan, the Board and Service is hosting a series of consultation sessions to engage community groups in shaping the Plan through collaborative dialogue. In addition to these sessions, the Board and the Service are encouraging members of the public to complete an online survey. The survey seeks input on key topics that will significantly influence how policing services are delivered in Niagara Region over the next 4 years. Consultation sessions will run through the end of the month. Vice Chair Kapisavanhu, a member of the Board's Strategic Planning Committee, will represent the Board at these sessions.

OAPSB Spring Conference - The Ontario Association of Police Service Boards is hosting its Spring Conference and Annual General Meeting in London from June 3 to 5. The event provides updates on key policing issues, expert panel discussions, and training to support effective police governance. This year's sessions will also focus on the roles and responsibilities of Police Service Boards under the Community Safety and Policing Act, which has now been in effect for just over a year. Vice Chair Kapisavanhu, Members Lawson, Gibson and Executive Director Reid will attend on behalf of the Board.

Upcoming Police Service Board Meetings - There are no Committee Meetings scheduled for June. The next scheduled regular monthly Board meeting is Thursday, June 26, 2025 at 9:30 am in the Community Room at Police Headquarters.

6. REPORTS FROM THE CHIEF OF POLICE

Community Safety:

The following incidents highlight the transient nature of the suspects and accused parties involved in violent criminal activity occurring in Niagara as they move through various police jurisdictions. It draws attention to the importance of collaborating with partner police agencies and supporting each other while working to fully investigate the crimes and to bring those responsible before the courts.

Robbery at Harmony Jewellers in Grimsby on April 24. Detectives from 8 District have determined that two vehicles used in the incident were stolen from London and Toronto, with one subsequently recovered in Hamilton.

Detectives in 1 District, St. Catharines, continue to investigate a shooting that occurred at a downtown St Catharines nightclub on April 27, involving a 16-year-old victim. The investigation indicates that people involved in this incident are not all local to Niagara.

May 8, 2025 - Arrest of Daniel Menezes of Hamilton on 19 firearms related offences. This was the result of work by the Ontario Provincial Police (OPP) Border Enforcement Security Task Force (BEST) in Niagara to which the Service is embedded in, and the U.S. Department of Homeland Security. The primary responsibility of the multi agency BEST program is to identify, investigate, dismantle and prosecute persons and groups involved in organized crime activity with a nexus to the international border.

May 15, 2025 – Toronto arrest of 28-year-old Shaun Krawiec of Bradford and laid charges of aggravated assault and firearms related offences as a result of 3 District Detective's continued investigation into a shooting that occurred on May 9.

Community Engagement:

Police Records Checks Update - October 28, 2024 under the leadership of Records Manager Laurie Switzer, Superintendent Staniforth and their dedicated team, the Service commenced implementation of a new police record check software, which has eliminated the backlog of applications waiting to be processed. The turnaround time has also decreased from 12 weeks last fall to one week, and as of May 1 the NRPS has fully transitioned to the new system, which has realized many efficiencies and significant improvements to service delivery. Additional features of the software that could find efficiencies in other areas are currently being reviewed.

Tourist Ambassador Security Program – This new partnership program is being funded by the Niagara Falls Canada Hotel Association in the Tourist District to provide security and liaise with police as needed. The Service looks forward to this collaboration to address any safety concerns and keep residents and visitors safe.

PSB/NRPS Strategic Plan – The Service has started engaging with the community for involvement in a public survey that is being undertaken on NRPS social media platforms and in person meetings with community partners to gain insight.

April 24, 2025 - EDI Unit members attended Bridges Niagara Community Resource Fair. They interacted with newcomers of all ages and answered questions relating to topics such as emergency versus non-emergency situations, hate crimes, and policing in Canada.

April 24, 2025 - Senior staff members attended a Recruit Graduation for eight new recruits and three currently serving officers joining the NRPS.

April 25, 2025 – Service members attended the annual FACS Gala recognizing the agency's decades of work supporting, protecting and strengthening children, youth, adults and families in our region.

April 26, 2025 – Service members attended historical Ridley College for their 116th Cadet Parade and Inspection.

April 26, 2025 – Members of the Training Unit hosted over 50 women of varying ages from across the region for a recruitment event. The program included a one-hour presentation, covering our organization, recruitment process, and career experiences. Five NRPS female officers shared their personal journeys, offering relatable insights. Participants also engaged in hands-on experiences with police equipment and training techniques. These recruiting initiatives resonate strongly with potential recruits and play a vital role in our efforts to increase female representation within the NRPS.

April 26 - 30, 2025 – Service members attended various Tim Hortons locations in the region to show support for their fundraising "Smile Cookies" event with proceeds going to eleven local charities.

April 28, 2025 – Service members received a presentation from Tammy Dumas, Accessibility Advisor for the Niagara Region providing key information on the Accessibility for Ontarians with Disabilities Act (AODA) that aims to make the province more accessible for people with disabilities. Discussion focused on how the NRPS can serve the community better in keeping with this provincial legislation.

April 29, 2025 – The Service welcomed over one 100 police service members to the Ontario Forensic Investigators Association Conference in Niagara Falls, including six NRPS Forensic Unit members.

May 1, 2025 – Service members attended the Ontario Women in Law Enforcement (OWLE) Awards Gala, recognizing and celebrating the outstanding achievements of women in law enforcement across the province.

May 2, 2025 – Service members attended the Red Dress Flag Ceremony and walk at Niagara Region Headquarters.

May 2, 2025 – Red Dress Day Walk at St. Catharines City Hall that incorporate National Day of Awareness for Missing and Murdered Indigenous Women, Girls, and Two-Spirit People (MMIWG2S+).

May 2, 2025 - During this week, the Service had over 1,200 people from Indigenous Communities that were evacuated from flooding and forest fires in Fort Albany, Attawapiskat and Wabaseamong staying at hotels in Niagara Falls. The NRPS assisted by providing supportive measures, including our Indigenous Liaison officer Mitch Dumont, providing information on safety and coordinating efforts to facilitate the temporary transition in Niagara. This was inclusive of working with the community members and dealing with matters in a culturally sensitive manner.

May 3, 2025 - Service members showed support at the Niagara Safety Village Ribbon Cutting Ceremony recognizing their new renovations as they continue to provide safety messaging to elementary school children with all emergency services, police, fire and ambulance.

May 5, 2025 - Service members were on hand to open the Annual Homicide Investigators Association Conference in Niagara Falls. Twenty-two NRPS members were registered attendees and the program featured a presentation by our Inspector in Major Crime, Mike Tripp.

May 7, 2025 - Service members attended the OACP Zone 4 meeting hosted by Hamilton Police Service which featured information from the Ministry of the Solicitor General Inspectorate of Policing.

May 7, 2025 – Service members attended the Criminal Intelligence Service of Ontario (CISO) meeting hosted in Niagara Falls and welcomed the many police services and partner agencies attending. This included members of the Intelligence Unit and 65 law enforcement and 40 non law enforcement agencies represented.

May 7, 2025 – Members of the EDI Unit attended Welland City Hall for the 2SLGBTQ+ Advisory Committee meeting to present to new members on the role of the EDI Unit.

May 8, 2025 - Members of the EDI Unit were at the Niagara on the Lake and Welland Niagara College campuses for their Spring Student Services Fair. They met with new students to discuss the services offered by the EDI Unit and the NRPS in general, as well as handing out materials on hate crimes, auto theft prevention, and bike security in Niagara.

May 8, 2025 – Service members attended the Canadian Mental Health Association “Wellness For All” Fundraiser to show support to the community in dealing with mental health issues and efforts to assist them.

May 9, 2025 – The Service held a ceremony at Police Headquarters to formally recognize the appointment of Deputy Chief Mario Lagrotteria to his position.

May 10, 2025 - Service members competed in the annual Tug of War on the Rainbow Bridge, facing their US counterparts. The NRPS women’s team placed first with the men’s team finishing in second place. Sergeant Tony Mummery and Detective Sara Mummery are recognized for their continued dedication and countless volunteer hours in organizing this fantastic event.

May 10, 2025 – Service members attended the Grimsby Community Safety Day interacting with the community with vehicles on display, including ATV’s.

May 11 - 17, 2025 - Police Week with the theme of “Protecting Ontario” took place. Events included the NRP’s 5th Annual Spring Forward Food Drive, led by members of the Community Oriented Response and Engagement (CORE) Unit. Officers once again teamed up with 10 local food banks and 13 grocery stores to help address the growing need for food support across the Niagara Region. Over the past four years, more than 67,000 pounds of food and \$42,000 in cash and gift card donations has been collected from generous members of the public and local businesses. Also, as part of Police Week, the Service held an “Open House” at the Pen Center in St. Catharines. Units in attendance included Recruiting, ETU, K9 and FSU to engage with members of the community in an educational, interactive and informational setting. The Service also announced the return of its Citizen Police Academy for its second year, continuing to build strong relationships with the community. Successful applicants to the eight-week program (2 hours per week) experience a unique, behind-the-scenes look at modern policing in Niagara and gain a deeper understanding of police operations, challenges and community safety efforts.

May 21, 2025 – Service members attended both the Fraud and Counterfeit Conference and the Hate Crimes and Extremism Investigative Team Spring Conference to welcome attendees to these conferences being held in Niagara Falls.

May 21, 2025 – The Service completed hosting the 10th annual Student Film Festival. This is an annual initiative that sees a unique partnership between police and youth in our community working together for safety and wellbeing in a proactive manner. The festival features a contest open to Grade 9 to 12 high school students to raise awareness of the challenges and consequences of topics that in the past have included “Domestic Violence”, “Distracted Driving” and “Teen Suicide Awareness”. This year’s topic was “Opioid Education and Awareness” and the winner is from Notre Dame in Welland.

May 31, 2025 – The Service will be hosting a Prescription Drug Drop Off Day at each of its Districts to allow citizens to safely dispose of unused medication. These proactive measures are taken in partnership with the OPP, NHS and Public Health.

Member Wellness:

All members of our Communications Unit, the first line of the front line, who do outstanding work every day, have completed a Resilient Minds online Course through the Canadian Mental Health Association.

May 4, 2025 – Members of the Service and Board attended the Annual Police Memorial Ceremony of Remembrance at Queens Park in Toronto to pay respects to the fallen officers that have died “In the Line of Duty,” and to their families and loved ones.

May 14, 2025 - The Executive Leadership Team was given a presentation on the ongoing continuous work of members of Niagara Vanguard. Niagara Vanguard is a group of members who volunteer their time teaching Brazilian Jiu-Jitsu, committed to enhancing both police and public safety by equipping officers with superior grappling skills and alternative use-of-force options, with a focus on de-escalation. They offer both BJJ and Kickboxing classes. This initiative features weekly sessions that are open to all members, civilian and sworn.

May 15, 2025 – The Service held its Awards Ceremony recognizing the great work that our members do and also citizens that have contributed to public safety in our community.

May 15, 2025 – Service members attended the Niagara County Interfaith Police Memorial Service at St. Peters Church in Niagara Falls, New York, to pay tribute to fallen officers from New York State and the Niagara Region.

June 22, 2025 – Service members will be attending the Ontario Police Suicide Memorial in Toronto to pay our respects to officers that have died “Because of the Line of Duty,” in showing support and understanding to their families and loved ones.

7. PRESENTATIONS

7.1 NRPS Collision Reconstruction Traffic Enforcement Units

Presentation on traffic management and road safety specific to the responsibilities and enforcement of officers assigned to the Niagara Regional Police Service's Collision Reconstruction and Traffic Enforcement Units.

Moved by: J. Lawson

Seconded by: N. Kapisavanhu

That the presentation be received.

Carried

8. CONSENT AGENDA

8.1 RMON - 2025 - 2026 Budget Timetable

Letter dated April 25, 2025 from Ann-Marie Norio, Regional Clerk, Niagara Region, advising of the Region's Committee of the Whole recommendation that was passed by Regional Council at their meeting held April 24, 2025 regarding Report CSD 23-2025 respecting the 2026 Budget Timetable.

8.2 Police Service Board – Suspension of U.S. Conference Travel

Correspondence dated May 1, 2025 from Deb Reid, Executive Director, Niagara Police Service Board, advising that the Board Chair and Vice-Chair have suspended all United States (U.S.) conference travel for Board Members and Board staff for the 2025 calendar year.

8.3 Reciprocal Tariffs - Considerations and Potential Impacts for NRPS Public Procurement

Service report dated May 12, 2025 addressing the impact of the reciprocal tariffs and its implications on public procurement, to which the Service is working in tandem with the Region to identify strategies that will minimize the impact of tariffs while adhering to public procurement legislation and trade agreements as outlined in the attached Regional report CSD 26-2025.

8.4 Financial Variance Overview - Period Ending March 31, 2025

Service report dated May 2, 2025 submitted in accordance with the quarterly reporting requirements set out in Board By-law 412-2024.

8.5 Quarterly Report - Overtime Activities Incurred by the NRPS - January 1 to March 31, 2025

Service report dated April 30, 2025 providing the Board with a five-year uniform and civilian quarterly and year to date overtime trend analysis.

8.6 Quarterly Report - Niagara Parks Police Service Special Constables - January 1 to March 31, 2025

Correspondence dated April 30, 2025 from Chief Paul Forcier, Niagara Parks Police Service, providing a quarterly report about complaints, use of force, discipline and arrests associated to officers designated as Special Constables and employed with the Niagara Parks Police Service.

8.7 Quarterly Report - Administration of the Public Complaints System - January 1 to March 31, 2025

Service report dated April 28, 2025 submitted in accordance with the quarterly reporting requirements set out in Board By-law 434-2020.

8.8 Annual Report - Acoustic Hailing Devices - January 1 to December 31, 2024

Service report dated May 5, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 464-2024.

8.9 Annual Report - Arrest - January 1 to December 31, 2024

Service report dated April 28, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 435-2024.

8.10 Annual Report - Canine Units - January 1 to December 31, 2024

Service reported dated April 25, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 467-2024.

8.11 Annual Report - Communicable Diseases - January 1 to December 31, 2024

Service report dated April 24, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 470-2024.

8.12 Annual Report - Domestic and Family Violence Occurrences - January 1 to December 31, 2024

Service report dated April 25, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 511-2024.

8.13 Annual Report – Crisis Negotiation - January 1 to December 31, 2024

Service report dated April 14, 2024 submitted in accordance with the annual reporting requirements set out in Board By-law 475-2024.

8.14 Annual Report - Elder and Vulnerable Adult Abuse - January 1 to December 31, 2024

Service report dated April 25, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 444-2024.

8.15 Annual Report - Equipment - Body Armour - January 1 to December 31, 2024

Service report dated April 26, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 477-2024.

8.16 Annual Report - Explosives Forced Entry and Explosive Disposal - January 1 to December 31, 2024

Service report dated April 17, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 478-2024.

8.17 Annual Report - Fraud and False Pretence Investigation - January 1 to December 31, 2024

Service report dated April 25, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 446-2024.

8.18 Annual Report - Hostage Rescue, Preliminary Perimeter Control and Containment, and Tactical Units - January 1 to December 31, 2024

Service report dated April 25, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 480-2024, 492-2024 and 503-2024.

8.19 Annual Report - Persons in Custody - January 1 to December 31, 2024

Service report dated April 16, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 455-2024.

8.20 Annual Report - Preventing or Responding to Occurrences Involving Firearms - January 1 to December 31, 2024

Service report dated April 28, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 479-2024.

8.21 Annual Report - Property Offences (including Break & Enter) - January 1 to December 31, 2024

Service report dated April 25, 2025 submitted in accordance with the annual reporting requirements set out in Board By-law 457-2024.

Moved by: B. Steele

Seconded by: L. Ip

That the information be received.

Carried

9. NEW BUSINESS

9.1 Police Service Board By-law Amendments - Police Foundation Program

Correspondence dated May 5, 2025 from Deb Reid, Executive Director, Niagara Police Service Board, recommending revisions to the Board's By-law governing the Police Foundation Program, which supports crime prevention and community initiatives aimed at building safer communities across the Niagara Region.

Moved by: N. Kapisavanhu

Seconded by: J. Lawson

That the Board adopt the amended by-law as appended to this report.

Carried

9.2 Versaterm Public Safety Annual Maintenance and Support

Service report dated May 6, 2025 requesting the Board approve costings for the continuation of annual maintenance and support of the Service's Versaterm Public Safety applications.

Moved by: L. Ip

Seconded by: B. Steele

That the Board approve payment of Budgetary Support Quote #00008243 in the amount of \$885,164.38, net of HST rebates, for the Service's Versaterm Public Safety annual maintenance and support.

Carried

9.3 Special Fund Requests - May 2025

Service report dated April 30, 2025 requesting the Board approve the following Special Fund donations:

ETU Half Marathon - \$1,000;
MADD Canada Message Yearbook - \$1,016;
Motorcycle Ride for Dad - \$2,000;
Ride to Remember - \$6,250;
Run to Remember - \$3,500;
United Way Kickoff Fire Truck Pull - \$3,000;
Wellspring Gala - \$1,600; and
Wise Girls Red Tee - \$1,000.

Moved by: L. Ip

Seconded by: N. Kapisavanhu

That the Board authorize the Special Fund donations as outlined in the report and approve payment in the requested amounts.

Carried

10. OTHER NEW BUSINESS

There was no other new business raised or discussed.

11. IN CAMERA REPORTS

There were no in camera reports.

12. MOTION FOR CLOSED SESSION

Moved by: J. Lawson
Seconded by: B. Steele

That the Board move into Closed Session for consideration of confidential matters pursuant to Section 44 of the Community Safety and Policing Act, namely for subject-matter related to potential litigation, human resources matters, information supplied in confidence by the Ministry of the Solicitor General and from vendors for contract awards, as well as legal matters that are subject to solicitor-client privilege.

Carried

13. ADJOURNMENT

The Public Meeting adjourned at 10:54 am.

Pat Chiocchio, Chair

Deb Reid, Executive Director

Niagara Regional Police Service

Major Crime/Homicide Unit
Police Service Board Meeting
June 2025

DUTIES / RESPONSIBILITIES

The Niagara Regional Police Service is dedicated to serving and protecting residents and visitors within the Regional Municipality of Niagara. In partnership with the community, we shall provide quality policing services, with integrity, diligence and sensitivity.

Homicide Unit Mandate:

- All homicides within the Region of Niagara
- Suspicious sudden deaths
- Assaults where death is imminent
- In-custody deaths
- Suspicious missing persons
- Police involved shootings where death or injury has resulted
- Shooting incidents involving Canada Border Services Agency & Niagara Parks Police where death or injury has resulted
- Sudden deaths of children under 5 years of age
- Any other investigations assigned by the Chief or designate
- Provide functional expertise to support District operations

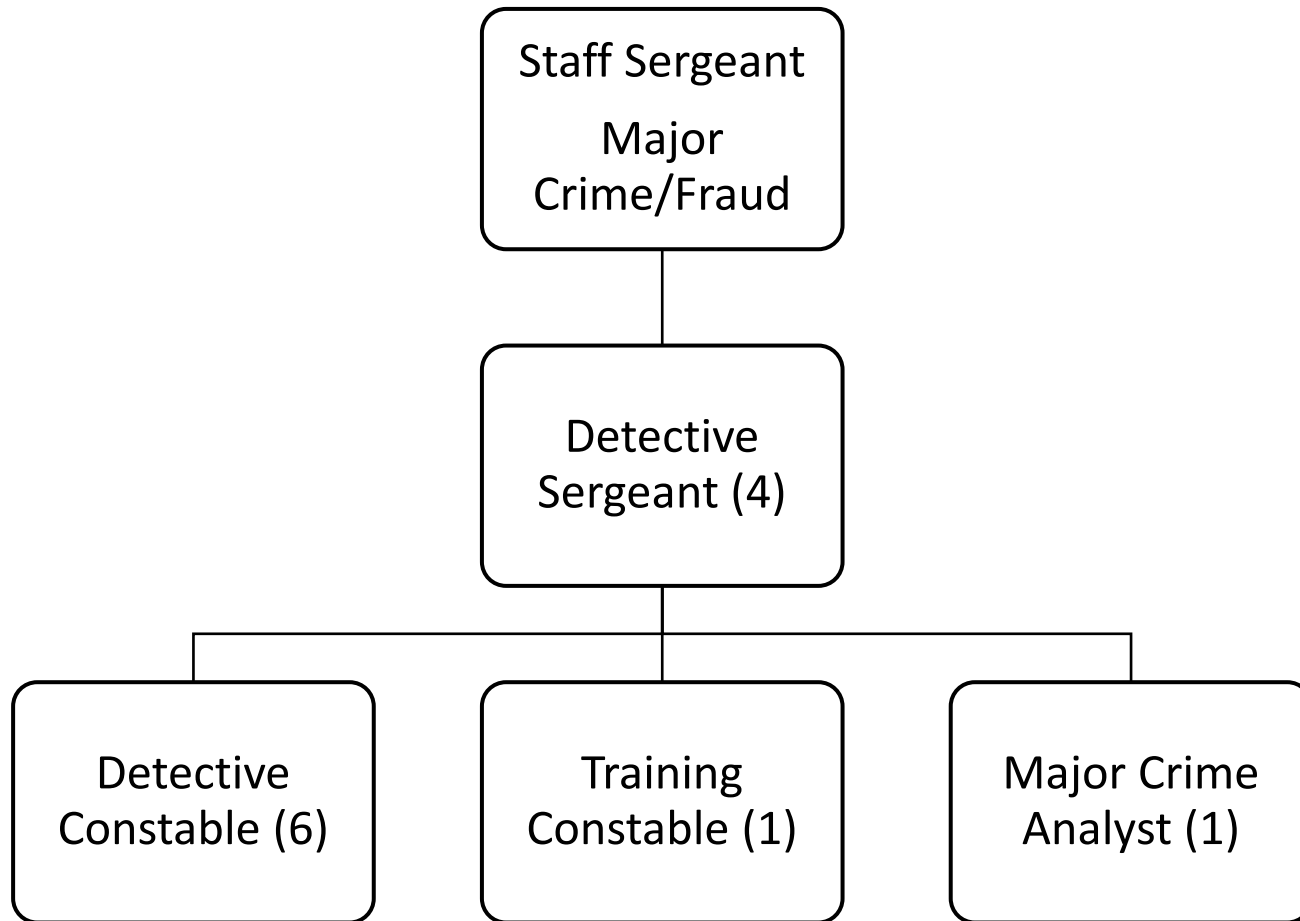
2024 OVERVIEW

- In 2024, the Homicide Unit investigated a record 15 Homicides and 4 Infant Sudden Deaths.
- Since 2023, the Homicide Unit has 4 unsolved homicide investigations, two of which involved a firearm.
- In 2024, the Homicide Unit was notified/consulted on 19 Sudden Death Investigations.
- The Unit is currently managing 24 Homicide investigations through various court processes with 30 accused persons facing murder charges.
- Homicide numbers have consistently risen over the years.
 - Between 2016 – 2021 there was an average of 4 per year.
 - Since 2021 that average has risen to 11 per year.

WORKLOAD DEMANDS

Year	Homicides	Concluded	Before the Courts	Unsolved
2021	7	3	3	1
2022	6	2	2	2
2023	12	3	5	4
2024	15	1	14	0
Total	40	9	24	7

HOMICIDE UNIT



DISSECTION OF AN INVESTIGATION

- The Unit is mandated to conduct investigations using the guidelines of the Major Case Management System (MCM).
- The MCM sets an investigative standard, training and common case management technology (PowerCase), used by all police services within Ontario. Legislated under CSPA O.Reg. 394/23.
- In every investigation, there is a major case manager (typically a Staff Sergeant), a Primary Investigator, and a File Coordinator, known as the “Command Triangle”.
- Each investigation includes multiple mandated roles such as: Field Investigators, dedicated Affiant, Family Liaison, Scene Coordinator, Canvass Coordinator, among others.
 - Everyone reports directly to the MCM Triangle.

DISSECTION OF AN INVESTIGATION CONTINUED

- Each investigation presents its own unique challenges and complexities. It is common for numerous interviews to be conducted throughout the investigative process, including those with witnesses, victims, and accused individuals.
- Multiple judicial authorizations are required to obtain and secure a variety of evidence; crime scenes, vehicles, digital data sources.
- The amount of cell phones and CCTV footage that is collected during a typical homicide investigation has grown exponentially.
- This data must be systematically analyzed, a process that requires hundreds of hours and the full-time dedication of specialized investigators.
- Technology presents a significant challenge for modern investigations. A single cellular device can store an overwhelming volume of data, ranging from location mapping and photos to conversations and digital links between victims and accused persons, making it both a critical source of evidence and a complex task to analyze.

DISSECTION OF AN INVESTIGATION CONTINUED 2



Each Homicide investigation often requires a 2-3 year commitment from detectives before the case is fully resolved.

Questions?

Staff Sergeant Andrew Knevel

Andrew.Knevel@niagarapolice.ca

(905) 688-4111 ext. 1024406



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Inspector General of Policing - Provincial Public Order Maintenance Recommendations on May 26, 2025

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-06-05

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board of the Provincial Public Order Maintenance requirements recommended by the Inspectorate of Policing (IOP) in May 2025.
- The IOP has established 12 recommendations regarding Public Order Maintenance.
- This report provides a summary of the status of the Niagara Regional Police Service (Service) compliance with the recommendations.

Financial Considerations

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

Analysis

Between May 2023 and February 2024, the IOP conducted an inspection to ensure compliance with Provincial Public Order Maintenance requirements, focusing specifically on Public Order Unit (POU) standards by all municipal police services, Boards, and the Ontario Provincial Police (OPP). A copy of the memorandum has been attached as Appendix 1.

The findings of the inspection have established 12 recommendations that focus on the shared responsibility of police services, police service boards, and the Ontario Ministry of the Solicitor General (SOLGEN), to further strengthen Ontario's public order system.

The recommendations include:

- 1) Boards should update public order maintenance policies to create more effective governance;

- 2) Boards should enter into section 14 agreements to ensure adequacy of POU resources;
- 3) Chiefs should review and update their public order maintenance procedures to ensure compliance;
- 4) Chiefs should ensure that procedures include a debriefing within the police service following a public order incident;
- 5) Chiefs should include deployment circumstances in POU procedures, and the sector should develop a standardized risk assessment tool for effective POU deployment decision-making;
- 6) Chiefs should ensure their POU manuals are maintained, up to date and reflect guidance from the Ministry of the Solicitor General;
- 7) Police services should access supplementary training relevant to POU context and this training should be centrally coordinated to best prepare Ontario POUs;
- 8) Chiefs should maintain a system for tracking issued protective apparel and equipment;
- 9) All Ontario POUs should ensure consistent location and access to medical information for members;
- 10) To ensure POUs can deploy at a reasonable time, Boards and Chiefs should consider the factors under the Community Safety and Policing Act (CSPA) and build capacity of Police Liaison Teams (PLTs) to support planning strategies, as appropriate;
- 11) Police Services should continue developing and enhancing their partnerships with local Fire and Emergency Medical Services to facilitate integration into their public order deployments, as appropriate; and

- 12) The Ministry of the SOLGEN should formalize and enhance the Ontario Public Order Hub model by making it a permanent and sustainable fixture of public order policing in the province;

This Board report will outline each of the above and provide the Service status of the IOP recommendations:

- 1) *“Boards should update public order maintenance policies to create more effective governance.”*

The Board policy on POU's, initially established under By-Law No. 401-2023, was reviewed, and found to be consistent with the Ministry Guideline PO-001 and compliant with the former PSA. In response to the transition to the CSPA, the policy has now been updated and is reflected in By-Law No. 495-2024, which is fully compliant with the current legislative and regulatory framework of the CSPA.

- 2) *“Boards should enter into section 14 agreements to ensure adequacy of POU resources.”*

The Service is actively engaged with the Ontario Association of Chiefs of Police (OACP) Police Legal Advisors Committee (PLAC) in the development of a provincial Section 14 POU Agreement. A draft agreement, incorporating the recommendations of the Service, has been submitted to the OAPC POU Committee for further review. The intention is to establish a standardized provincial agreement that participating Police Services and Boards can adopt and operate under collaboratively. Upon finalization, the proposed Section 14 Agreement will be brought forward to the Board for formal review and approval.

- 3) *“Chiefs should review and update their public order maintenance procedures to ensure compliance.”*

General Order (GO) 259.01 - Public Order Unit was created in 2024 and will be updated in 2025 in advance of its re-evaluation date to ensure that maintenance of procedures align with Board direction and Service practice. The GO references the CSPA and its regulations as well as Board By-Law 495-2024.

- 4) *“Chiefs should ensure that procedures include a debriefing within the police service following a public order incident.”*

POU debriefs all deployments for major incidents, evaluating practices with an aim to determine successful strategies and areas for improvement as required by Ontario Regulation 392/23 of the CSPA under subsection 8(3). These debriefs include a summary of the information regarding the incident, analysis of the outcome of the incident, and the identification of matters to be addressed through changes to procedures or training. Information from debriefs is collected for training purposes and is available for sharing with the Ontario Public Order Advisory Committee during quarterly meetings.

-
- 5) *“Chiefs should include deployment circumstances in POU procedures, and the sector should develop a standardized risk assessment tool for effective POU deployment decision-making.”*

The deployment of the POU is contained within GO 259.01, which states:

3.5 The Public Order Unit is available to provide operational support in the following situations:

(a) planned incidents or events that include, but are not limited to:

- (i) demonstrations or protests;*
- (ii) civic celebrations, parades, and community festivals;*
- (iii) labour disputes;*
- (iv) incidents where large crowds are present; and,*
- (v) ground searches for evidence.*

(b) spontaneous incidents or events that include, but are not limited to:

- (i) demonstrations and protests;*
- (ii) labour disputes;*
- (iii) natural or man-made disasters; and,*
- (iv) searches for missing persons.*

The Service is in the process of developing a risk assessment tool for POU deployment where consultations will be held with the Ontario Public Order Hub to standardize the factors and risks to be considered for deployments. Once completed, the POU GO will be updated to reflect the applicable changes.

- 6) *“Chiefs should ensure their POU manuals are maintained, up to date and reflect guidance from the Ministry of the Solicitor General.”*

The Service maintains a POU manual, which is reviewed on an annual basis to ensure that it is specific to the needs and procedures of the Service. This manual contains relevant information with respect to training, techniques, crowd dynamics, and crowd management, and is aligned to common training practices provided by the Ontario Police College (OPC). The manual continues to reflect recommendations from the SOLGEN's Policing Standards Manual public order guidelines (PO-001).

- 7) *“Police services should access supplementary training relevant to POU context and this training should be centrally coordinated to best prepare Ontario POUs.”*

The Service's POU conducts training twice a year during a four-day spring and fall mandatory training block. This supplemental training is facilitated under the direction of OPC certified Service POU instructors and incorporates practical scenario-based training, educational debriefs, and emerging practices from external partners including the OPC. The Service's POU basic training program has been submitted to the OPC for review and certification in accordance with the CSPA mandate.

- 8) *“Chiefs should maintain a system for tracking issued protective apparel and equipment.”*

The Service’s POU is compliant with Schedule 1 of Ontario Regulation 392/23 *Adequate and Effective Policing* with respect to its equipment. The POU biannually inspects, tests, and assesses their equipment to guarantee its functionality is consistent with the manufacturer’s specifications to ensure its ongoing effectiveness. An inventory of critical equipment is maintained by the Service to ensure operational readiness is preserved. An account of all issued equipment, including sizing and suppliers, is recorded by the POU.

- 9) *“All Ontario POUs should ensure consistent location and access to medical information for members.”*

The Ontario Public Order Hub is collaborating with various agencies to establish a standardized method for emergency personnel to carry their medical information. In the interim, members are instructed to carry a medical card during operations, and a master list will be maintained on the Service network for commanders' access.

- 10) *“To ensure POUs can deploy at a reasonable time, Boards and Chiefs should consider the factors under the CSPA and build capacity of PLTs to support planning strategies, as appropriate.”*

The POU utilizes an effective communications platform to facilitate the deployment of the Unit in a reasonable time through our Communications Unit and personal cellular devices. Collaboration between Intelligence Units, CORE Units, and POU PLT’s ensure advanced notification and planning occurs for major incidents. The POU currently maintains 3 PLT members and has incorporated District CORE members into POU training. In June 2025, 2 further POU members are scheduled to attend PLT training facilitated by the OPP.

- 11) *“Police Services should continue developing and enhancing their partnerships with local Fire and Emergency Medical Services to facilitate integration into their public order deployments, as appropriate.”*

The POU currently trains and deploys with tactically trained paramedics, Special Response Units (SRU) in accordance with their existing Memorandum of Understanding (MOU). The SRU provides medical response for POU members and direct coordination of local Emergency Medical Services support resources for the public. While there is no unified regional fire response, the POU will initiate a plan to develop MOUs and integrate local fire services into POU training and operations in 2025 and 2026.

- 12) *“The Ministry of the Solicitor General should formalize and enhance the Ontario Public Order Hub model by making it a permanent and sustainable fixture of public order policing in the province.”*

The POU is assigned to the Ontario Public Order West Hub along with the Hamilton, London, Waterloo, and Windsor POUs. The Ontario Public Order Hub is designed to mobilize POU deployments to public order events throughout Ontario, particularly in circumstances where the event is beyond the scope of what a Service can manage with their own POU assets. It allows for the exchange of information and collaborative and coordinated operational response to dynamic situations. The POU has participated in six Ontario Public Order Hub deployments, two within Niagara, and four external events (three Hamilton and one Toronto).

The formalization and enhancement of the Ontario Public Order Hub will remain under the responsibility of SOLGEN.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the IOP recommendations for provincial Public Order Maintenance.

Relevant Policy Considerations

Board By-Law 495-2024 - Public Order Units
GO 150.07 - Civil Disturbances & Mass Arrests
GO 259.01 - Public Order Unit

Other Pertinent Reports

2023 - 2024 Inspectorate of Policing - Inspection of Ontario Police Service Boards

This report was prepared by Matt Whiteley, Staff Sergeant, Emergency Services and Jesse Miller, Inspector, Emergency Management and Planning, and reviewed by Darrin Forbes, Superintendent, Emergency Services. Recommended by Todd Waselovich, Deputy Chief, Operational Services.



Submitted by:

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

Appendices

Appendix A – Inspector General of Policing Memorandum
Appendix B – POU Spotlight Report

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Inspector General of Policing Memorandum

TO: All Chiefs of Police and
Commissioner Thomas Carrique
Chairs, Police Service Boards

FROM: Ryan Teschner, Inspector General of Policing of Ontario

DATE: **May 26, 2025**

SUBJECT: Inspector General Memo #5: Release of the Inspector General of Policing's first Spotlight Report, *Policing Protests and Major Events: Public Order Maintenance in Ontario*

I am pleased to announce the release of my first provincial Spotlight Report, ***Policing Protests and Major Events: Public Order Maintenance in Ontario***. This report provides my assessment of the current state of public order policing, while advancing recommendations that, I believe, will improve policing performance and governance concerning public order maintenance functions in the province. In line with the Inspectorate of Policing's (IoP) commitment to transparency, and to enhance the public's understanding of key aspects of policing delivery, the Spotlight Report is available on the [IoP's website](#). I would ask that you share this Spotlight Report with members of your organization and others within the policing sector, both in Ontario and beyond, that would find it of interest.

Between May 2023 and February 2024, the IoP conducted an inspection to ensure compliance with provincial Public Order Maintenance requirements, focusing specifically on public order unit (POU) standards by all municipal police services, boards and the OPP. This inspection was conducted under the former *Police Services Act*, prior to the implementation of the *Community Safety and Policing Act* (CSPA) and the coming into force of the Inspector General's statutory mandate. However, given the continued relevance of the inspection's analysis to the policing sector and Ontario government, I am pleased to share our findings. These findings have been published

in a broader, Ontario-wide context along with **12 recommendations** that focus on the shared responsibility of police services, police service boards, and the Ontario Ministry of the Solicitor General, to further strengthen Ontario's public order system.

Overall, **I conclude that the state of public order policing in Ontario is strong.**

Ontario POUs have proven themselves to be generally responsive to emerging and evolving conditions, where they can deploy effectively in both planned and unplanned circumstances. Based on the inspection findings, identified trends in public order policing, and applying a CSPA-compliance lens, I also identify areas that merit attention in order to strengthen Ontario's position as a national leader in this space.

I would like to extend my appreciation to Ontario's policing sector, including all chiefs of police and police service board members that participated or facilitated their organization's participation in this inspection. I would also like to extend a special thanks to the Ontario Association of Chiefs of Police (OACP), including members of the public order policing system that were engaged by the OACP, and the Ontario Association of Police Service Boards for their constructive engagement throughout the IoP's work. This invaluable cooperation and commendable patience have contributed to a report that, I believe, accurately assesses the state of public order policing and charts a path to keep the province's system strong and responsive to public safety needs.

Sincerely,



Ryan Teschner
Inspector General of Policing of Ontario

c: Mario Di Tommaso, O.O.M.
Deputy Solicitor General, Community Safety

Spotlight Report

**Policing of Protests and
Major Events: Public
Order Maintenance in
Ontario**

**Inspection of
Ontario Police Services
and Police Service
Boards for years 2023-
2024**

Ryan Teschner
Inspector General of Policing of Ontario
May 2025

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Message from the Inspector General of Policing of Ontario

Public order policing continues to be complex and is constantly evolving. Mass public events such as protests, demonstrations and riots have garnered significant public and media attention in recent years, often shining a spotlight on policing responses. In Ontario and across Canada, the volume and frequency of these events, and the ability to mobilize large groups of individuals with the ease of a smartphone, is on the rise. Whether the events are reoccurring celebrations or domestic and international protests, all of these events require adequate responses from police to maintain public order, consistent with Ontario policing legislation and Canadian legal norms. This ‘Spotlight Report’ is an example of how the Inspectorate of Policing (IoP) works to fulfill its mission of making everyone in Ontario safer. Through this report, the IoP acknowledged and profiled areas that work well within Ontario’s public order policing system, while identifying ways to drive improved performance.

Striking the balance between public order maintenance and democratic rights and freedoms

In some cases, – such as the 2022 anti-COVID-19 mandate protests – domestic or international incidents create moments where the natural tensions inherent in a democracy can surface. These events reveal deep division within communities and oftentimes pose a risk to public safety. These public events can also be dynamic, unpredictable, and rapidly evolve, requiring police officers to make on-the-spot decisions to reconcile different rights, including those protected by the *Canadian Charter of Rights and Freedoms*.

The way police services respond greatly impacts public trust in policing. On the one hand, if the police rely too heavily on their coercive powers, many Ontarians’ rights and freedoms can suffer. On the other hand, if the police do not apply their public order maintenance powers effectively and on time, public safety, the economy and civil society can suffer. The balance can be easy to articulate in theory, but difficult to apply in practice.

Navigating this delicate balance between competing rights and safety needs is essential to prevent escalation and ensure public safety in mass gatherings that require a public order response. In potentially escalating situations, officers must be able to rely on

well-established governance policies, operational procedures, training in both operational practices and the effective application of the law, and tools that can be deployed appropriately. Recent and ongoing events in Ontario and across Canada have highlighted the importance of continuing to ensure that Canadian, provincial, territorial and municipal laws strike the most responsive balance between the public's freedom of expression and assembly and the right of others to conduct their activities safely. Given the increasing quantity and complexity of public order events in Ontario, I recommend in this report that the Ministry of the Solicitor General engage its provincial, territorial, and federal counterparts to review the legal framework governing protests.

It is time to get real about the resource demands and impacts of public order maintenance policing in a democracy

The impact of these events on police resources, budgets and the officers who engage in this serious work are now more significant. For example, the 'Freedom Convoy' in 2022 is estimated to have cost \$1 million per day, with \$800,000 for policing alone.¹ It has been publicly reported that the Ottawa Police Service incurred a total of more than \$55 million in costs associated with the policing of those protests.²

More recently, between October 2023 and April 2024, demonstrations related to the Israel-Hamas war surpassed \$12 million in policing costs, with more than 500 demonstrations in Toronto alone.³ Last year, the Toronto Police Service responded to over 2,000 unplanned events – a significant portion of which was funded through premium pay (i.e., overtime).⁴ Recurring events in other areas of the province, such as unsanctioned St. Patrick's Day gatherings, result in policing deployment needs that incur significant costs. For example, the Waterloo Regional Police Service incurred \$318,000 for the three-day St. Patrick's Day event.⁵ The demand for public order maintenance in Ontario continues to rise, with no signs of slowing down.

Police are tasked with facilitating the freedoms of those that participate in these events, while ensuring the safety of the communities around them. Police services must be adequately resourced to meet this societal imperative. Despite police service boards

¹ Joanne Chianello, "Protest Has Cost City of Ottawa More than \$30M," CBC news, February 23, 2022, <https://www.cbc.ca/news/canada/ottawa/ottawa-protest-demonstration-cost-city-1.6361367>.

² These include costs associated with regular, overtime and statutory holiday hours for Ottawa Police Service members; costs associated with provision of direct supports to the City of Ottawa and loss of revenues and economic support through the City of Ottawa; payments to external policing agencies for surge capacity resources; and Ottawa Police Service operational supplies, equipment, leased space and vehicle costs.

Public Order Emergency Commission, Institutional Report of the Ottawa Police Service, February 17, 2023, pp 21.

³ Of the \$12 million total cost, almost \$5 million was overtime costs.

John Marchesan, "Police Price Tag for Protests Surpasses \$12M", City News, April 5, 2024.

⁴ Toronto Police Service Board Meeting Public Agenda (April 10, 2025), Re: 2024 Operating Budget Variance for the Toronto Police Service, Period Ending December 31, 2024: <https://tpsbc.ca/jdownloads-categories?task=download.send&id=865:april-10-2025-public-agenda&catid=32>, pp. 5-6.

⁵ Waterloo Regional Police Service Board Open Agenda, Chief of Police Reports 2024-098, <http://calendar.wrps.on.ca/Board/Detail/2024-04-17-1030-Waterloo-Regional-Police-Services-Board-of-Directo/4c557755-56c5-42da-b387-b150013b9f37>, April 17, 2024.

incorporating funds for public order maintenance and related supports, police budgets are struggling to keep pace with public safety demands given increases in the sheer volume, complexity and unpredictability of this police work. Even among Ontario police services with their own public order units, members are not dedicated full-time to public order work. Instead, they perform regular policing duties and are deployed to the public order unit as needed. This means that when they are called to public order duties, their regular tasks are left unattended, creating stress on frontline policing, criminal investigations, and other functions as one area receives attention while another suffers from a service gap. Additionally, prolonged deployments to public order units increase stress for individual officers as they juggle these responsibilities with their regular duties. In many cases, too, many police services rely on overtime work to fulfill their core function of providing adequate and effective public order policing.

I recognize the risk and complexity involved in the policing of protests, demonstrations and other events. I also recognize the skill and dedication of police officers from across Ontario that engage in public order maintenance. These officers are placed under increased strain, often stretched too thin when we need them the most. In turn, this can lead to fatigue and overall challenges when recruiting officers for this important function. These trends are not sustainable, and are realities that police chiefs, police service boards, local municipalities and the province must work to confront together. The well-being of those that do the difficult work of maintaining public peace must remain a priority. Adequately resourcing police services to maintain public peace during mass events – and to look after those that do that work – is the price we should all be prepared to pay in a democracy that values our freedoms and way of life.

The coordination of Ontario's public order policing needs to be formalized to ensure its long-term effectiveness and success

Public order events are often not confined to a single municipality, and are increasingly animated by provincial, national, and international issues. This reality requires an “all of us” approach to maintaining provincial public safety. Currently, 11 police services, including the Ontario Provincial Police (OPP), provide public order policing across Ontario – meaning that 33 police services rely on another service to discharge this core element of adequate and effective policing. This places a significant demand on one quarter of Ontario police services. While the “some delivering for all” model may work for Ontario, its long-term sustainability must account for the financial and human resource impacts on the services delivering this policing function across the province.

The reality is that the scope and magnitude of public order events are taking on a new shape. This new shape makes it evident that public order policing is a whole-of-province priority and responsibility. With this responsibility, comes a need to open up important discussions on how to sustain the “some delivering for all” approach to public order

policing in the long-term. To maintain the highest level of public order policing provincially amid rising demand and complexity, we need to invest in it appropriately to ensure it is not stretched too thin. The price to pay for not paying for these resources is just too great, both in terms of what the public should expect, and what police officers should expect in terms of their health and welfare. In this report, I recommend formalizing and enhancing the mobilization structure for public order units – the ‘Hub’ model approach – so that it becomes a permanent fixture of public order maintenance in this province that drives strategic coordination and consistency of response in the overall provincial public order system. I also recommend initiating discussions between the public safety sector and the province on sustainable, long-term funding for the entirety of Ontario’s public order system. Increased collection and access to data, including demand analysis, must drive these resource-allocation discussions.

Police preparedness is essential for effective public order maintenance

In Ontario, every police service needs to plan for the way in which world incidents can create local impacts. Police services, governed by local police service boards, must maintain a constant state of public order maintenance readiness to ensure public safety is delivered in a lawful, professional, and effective manner, particularly when unpredictable mass gatherings occur in local communities. Effective policing in response to these events relies on credible intelligence and preparedness. With clear insights, police can approach these gatherings with informed planning and avoid overly reactive responses that can provoke public mistrust and tension, especially in the glare of cameras. Beneficially, police preparedness can also positively impact police officer wellness during fast-paced, high-pressure situations, which is often compounded by political and community pressures that unfold in real-time. My recommendations address ways in which police preparedness and insights into these types of events can be enhanced, ultimately for the purpose of ensuring the most relevant intelligence picture and risk assessment is available to police services that are to these sometimes fast-moving and demanding public order events. My recommendations also are aimed at creating not just consistency, but increased overall effectiveness in risk assessment and information-sharing across the Ontario policing sector, ultimately for the benefit of police services, their members, and the public they serve.

Approaching the new CSPA requirements for public order maintenance policing in Ontario

While governance and operational policies, processes and practices vary across Ontario police services and the boards that oversee them, maintaining public order is a core legislated requirement in Ontario. The Public Order Maintenance requirement that

previously existed under the now-repealed *Police Services Act* (PSA)⁶ and its revoked *Adequacy and Effectiveness of Police Services Regulation*, now exist under the new *Community Safety and Policing Act, 2019* (CSPA),⁷ with specific requirements outlined in the new *Adequate and Effective Policing (General) Regulation*. These requirements came into force on April 1, 2024. The statutory requirements are designed to ensure that police services' Public Order Units (POU) possess the necessary ingredients to adeptly manage a range of situations and facilitate expressive rights alongside public order maintenance. In this report, I make various recommendations for police boards and police services to align their approaches with the new requirements under the CSPA to bring them into compliance.

My conclusion on the overall state of public order policing in Ontario

Following this inspection and based on its findings, **my conclusion is that the state of public order policing in Ontario is strong**. The legal and governance infrastructure that should surround POUs and their operational work is, generally, in place in the form of police service board policy and governance, Chief of Police procedures and direction, and operational planning processes. Ontario POUs have proven themselves to be generally responsive to emerging and evolving conditions, where they can deploy effectively in both planned and unplanned circumstances. This has led Ontario's POUs to establish a 'Hub model,' which allows multiple POUs from across the province to coordinate deployments on a larger scale.

There are also signs that the system is becoming stretched due to demand and complexity, and that this trend is increasing. Therefore, in this report, I have identified areas – **both in relation to compliance and long-term effectiveness – that the public order policing system in Ontario should focus on to improve its overall performance and strengthen Ontario's position as a national leader in this space**. Given my statutory responsibility to oversee adequate and effective policing in the province, the IoP will continue to monitor the operation of the public order system in Ontario, with a view to evaluating the system's ability to manage evolving demands and ensure the maintenance of public safety.



Ryan Teschner
Inspector General of Policing of Ontario

⁶ Police Services Act, R.S.O. 1990, c.P.15,

⁷ Community Safety and Policing Act, S.O. 2019, c.1, Sched.1. <http://www.ontario.ca/laws/statute/19c01>

This Spotlight Report

In the context of more recent public order events across Ontario, the IoP chose to embark on an inspection of compliance with provincial Public Order Maintenance requirements, with a focus on POU requirements, by all municipal police services in the province, as well as the Ontario Provincial Police (OPP). The inspection was conducted while the PSA remained in force. The inspection identified areas of compliance with the now-repealed PSA, as well as recommendations for improvement in some cases. Overall, we observed a significant rise in the demand for deployments of POUs in Ontario, a trend anticipated to continue, emphasizing the need for continuous provincial oversight to ensure consistent adherence to public safety standards across the entire province.

This is the IoP's first Spotlight Report, which places our inspection findings in a broader, Ontario-wide context. In this report, we highlight our findings as factors the policing sector can consider in improving policing performance and governance in relation to their public order maintenance functions and its delivery. The report only includes these factors as 'recommendations' because the inspection was not conducted under the now-in-force CSPA, which provides the Inspector General (IG) the authority to issue binding 'directions' for non-compliance. While our inspection primarily focuses on compliance with the requirements of the now-replaced PSA and regulations, **our goal in this report is to encourage the sector to apply still-pertinent findings to their work as they transition to Ontario's new policing legislation, under the CSPA, and to promote efforts towards continuous improvement.** Sharing the insights learned from this inspection is not only vital to the sector, but also in the interests of public transparency and accountability.

We are committed to publishing future Spotlight Reports to further develop the overall provincial picture of policing and police governance in various areas of interest to the policing sector, the government, and the public. We will shine a constructive light on any compliance shortfalls we discover, identify how to improve compliance overall, and promote leading and promising practices across jurisdictions so that Ontario can continue to distinguish itself as a leader internationally. Importantly, in line with the legislative commitment to transparency, and to enhance the public's understanding of key aspects of policing delivery in our province, all our reports will be publicly available on the IoP's website: www.iopontario.ca.

Ontario's Inspector General and the Inspectorate of Policing

In Ontario, now Chief Justice of Ontario's the Honourable Michael H. Tulloch's 2017 review of the provincial police oversight system provided recommendations on improving transparency, accountability and effectiveness in police service delivery and its oversight system. These recommendations, along with input from various sources including independent reviews, policing and police governance stakeholders, social services, and diverse Ontario communities, emphasized the need to modernize the laws that govern police service delivery in the province. This led to the establishment of the CSPA and its regulations, which came into effect April 1st, 2024.

The CSPA replaced the PSA— which was over 30 years old – and aims to ensure that policing practices remain responsive to contemporary challenges and community needs. One of the more significant elements of the CSPA is the new role of the IG, who is responsible for ensuring that adequate and effective policing and police governance is provided to all Ontario communities. The IG is supported by the IoP, an arm's-length division of the Ministry of the Solicitor General, created to provide the operational support necessary to fulfill the IG's mandate under the CSPA.

The IG's duties, powers and responsibilities are described in Part VII of the CSPA. The IG, supported by the IoP, serves the public interest by promoting improved performance and accountability in the policing sector, while ensuring compliance with the CSPA and its regulations. Under Ontario's CSPA, the IG is empowered to:

- Independently assess and monitor legislated policing entities;
- Provide advice and support to legislated policing entities on governance and operational matters by sharing evidence-based research and data related to performance;
- Monitor and conduct inspections of policing services, develop, maintain and manage records and conduct research to ensure compliance with the CSPA and its regulations;
- Investigate complaints concerning the delivery of policing services and the conduct of police service board members;
- Issue directions to ensure compliance with the CSPA and its regulations, and if necessary, impose measures if there is a failure to comply; and,
- Publicly report on the activities of the IG, including publishing inspection results and an annual report.



The IG is responsible for overseeing the following Ontario policing entities:

- Municipal police services and police service boards;
- Chiefs of Police;
- The Ontario Provincial Police and OPP detachment boards;
- First Nations OPP boards and First Nations police service boards that opt-in to the CSPA;
- Any entity providing policing by an agreement authorized by the CSPA;
- Any public sector body that may be prescribed to provide policing; and
- Organizations that employ special constables.

The IoP remains committed to engaging all these entities to consider the diverse needs of the public as we work to improve policing performance that makes everyone in Ontario safer.

The CSPA marks a pivotal step towards enhancing policing and police governance delivery in Ontario. By establishing the IG and the IoP, the CSPA ensures a modernized framework for oversight, accountability, and support of excellence in policing across the province. The IG and the professionals in the IoP are responsible for upholding the public interest, working to ensure that every person in Ontario feels safe in their community and has confidence in the policing and police governance they receive, regardless of who they are or where they live.

Our Inspection

Maintaining public order is a core legislated requirement for police services in Ontario. This requirement previously existed under the now-repealed PSA and its revoked Ontario Regulation 3/99 *Adequacy and Effectiveness of Police Services* regulation,⁸ and now exists under the CSPA, with specific requirements outlined in the Ontario Regulation 392/23 *Adequate and Effective Policing (General)*,⁹ which came into force on April 1, 2024.

At the time of our inspection (May 2023 – February 2024), the PSA continued to be in force and therefore, this public order maintenance inspection was completed under the authority and requirements of the PSA. The CSPA has changed some of the requirements applicable to public order maintenance and POUs in Ontario. While the general delivery options of public order maintenance are fairly similar, the CSPA sets out more prescriptive standards and procedural requirements, along with more prescriptive requirements for entering into policing agreements with another police service board or the OPP, and the delivery of temporary assistance.

As with any inspection, the conclusions we reach represent the circumstances and context at a point in time – in this case, previously in-force legislation that has since been modernized. While the initial objective of the inspection was to determine technical compliance with the requirements at that time, the reporting phase of the inspection has been modified to highlight general themes that may support police service boards (the “boards”), police services (the “services”), Chiefs of Police (the “Chief”),¹⁰ and the OPP Commissioner as they transition to the new requirements set out under the CSPA.



⁸ O.Reg. 3/99: Adequacy and Effectiveness of Police Services. <http://www.ontario.ca/laws/regulation/990003>

⁹ O.Reg. 392/23: Adequate and Effective Policing (General). <http://www.ontario.ca/laws/regulation/230392>

¹⁰ It should be noted that both the PSA and CSPA define “chief of police” as a chief of police of a police service maintained by a police service board or the Commissioner of the OPP and includes an acting chief of police.

Acknowledgments

The IoP thanks all boards, chiefs of police and the members of their police services in Ontario, including the OPP and the Commissioner, for their assistance and cooperation during this inspection process.

Methodology for this Inspection

The IoP's Policing Inspections Unit inspected all 43 municipal police services and the OPP for compliance with previously in-force Ontario Regulation 3/99 – *Adequacy and Effectiveness of Police Services*, which at the time of the inspection, prescribed specific requirements that boards and chiefs, and the OPP Commissioner must fulfill.

The Regulation required police services to have their own POU, or instead of having its own POU, have this function fulfilled by the POU of another police service or on a combined regional, or co-operative basis among more than one police service.

The Regulation also set out the legal requirements for:

- board policy concerning POU (sections 18[1] and 29),
- Chief's procedures concerning POU (sections 18[3] and 19), and
- composition and training related to POU (sections 19 and 33[iii]).

To support boards and Chiefs with their understanding and implementation of these requirements under the PSA, the Ministry of the Solicitor General maintained the Policing Standards Manual (PSM) which contained sample board policies and guidance for chiefs in developing and maintaining their procedures. The samples and guidelines contained in the PSM highlight key components of governance policies and procedural steps that may be considered when undertaking a policing function, like public order maintenance. It is important to remember that the PSM was only a tool to assist, and that its guidance must be applied and adapted to reflect the needs of the community receiving policing services and its local context.

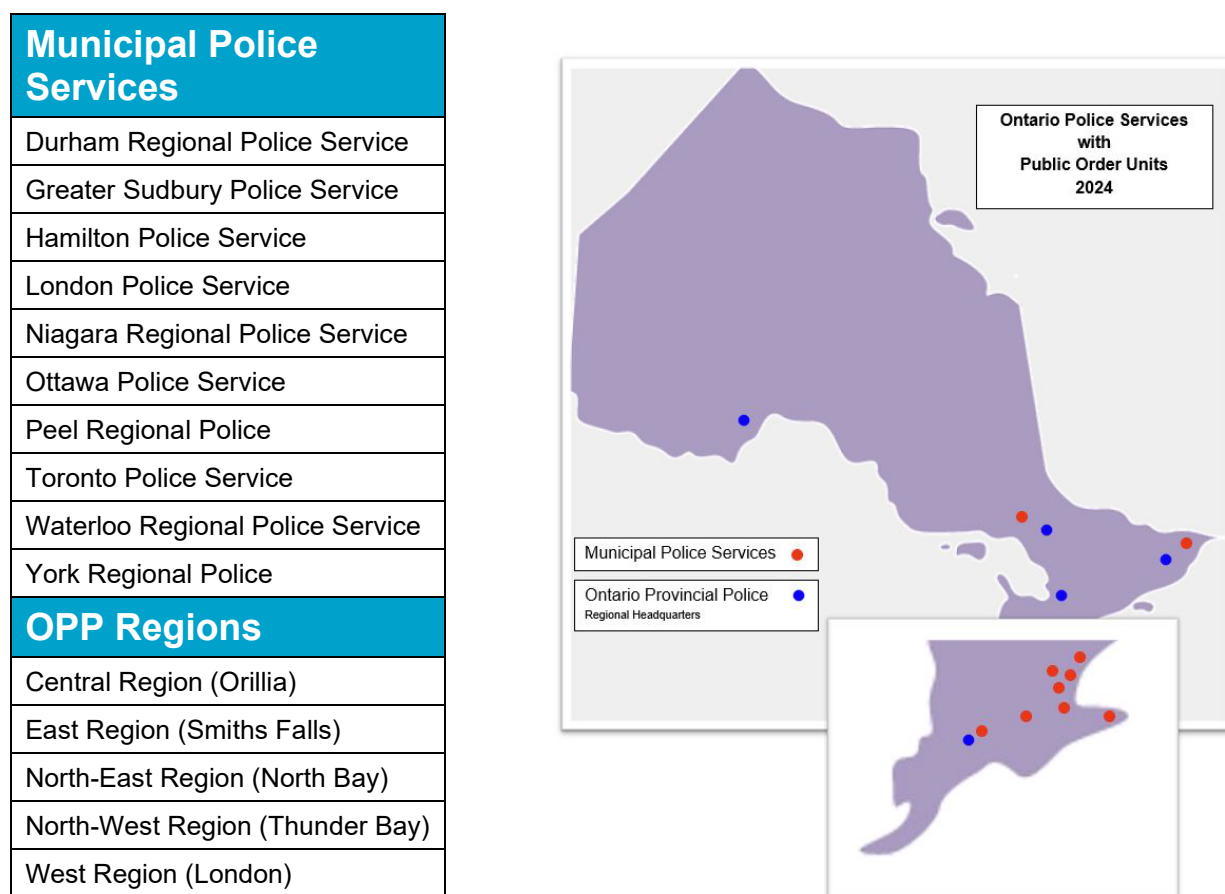
As part of the inspection, the IoP considered the extent to which ministry guidance on public order maintenance (PO-001) provided through the PSM was incorporated into the board policy, Chief's procedures, public order manual, training, and equipment. Ministry guideline content that did not address statutory or regulatory requirements was considered advisory in nature.

Commencing in May 2023, the inspection launched with two initial inspections of municipal police services that have their own POUs, and further expanded to the remaining 41 municipal police services and the OPP. The IoP also hosted three virtual

pre-brief meetings which were open to police services and boards that did not have their own POU to answer any questions with respect to the POU inspection.

Each inspection included an off-site review of relevant documents, such as board policies, chief's procedures, and where applicable, the police service's POU manual, training records, deployment records, and municipal agreements for sharing police services (which could be entered into between boards and/or the Commissioner under section 7 of the PSA, and now under section 14 of the CSPA). The Inspection also included an on-site component for the 11 police services that maintain their own POU. This included 10 municipal police services and the OPP, represented by all five of its operational regions:

Fig 1: Map of Ontario police services that maintain a public order unit



On-site assessments included interviews of board members and police service members, tours of police facilities, and checks of POU-issued equipment. The on-site inspections were generally one week in length, adjusting to accommodate operational needs of the police service when required. Each on-site inspection also consisted of a pre-brief with the Chief and/or their designated command staff, the board Chair or their designate, as well as a de-brief with the same individuals at the conclusion of the on-site inspection.

During the initial stages of the inspection, the IoP learned of the Ontario Public Order Hub model through the Ontario Public Order Advisory Committee (OPOAC), a subcommittee of the Ontario Association of Chiefs of Police (OACP). The Hub model is an initiative-taking approach to collaboratively coordinate planned public order deployments in Ontario and can also assist in coordinating deployments for unplanned POU events. The Hub model is an excellent example of the policing sector taking a leadership role in sharing resources, information and supporting the delivery of adequate and effective public order policing across the province. As the Hub model was outside the scope of this inspection, limited analysis was undertaken. However, the IoP can say that the Hub model does show promise with respect to coordination of POU response in Ontario and should continue to play this across-province coordinating role to support effective and responsive public order deployments.

Changes to Ontario's Policing Legislation

As stated, on April 1, 2024, the CSPA came into force, repealing and replacing the PSA. Public Order Maintenance requirements under subsection 11(1) of the CSPA are comparable to the old subsection 4(2) of the PSA.

Ontario Regulation 392/23 is the *Adequate and Effective Policing (General)* Regulation under the CSPA, and replaces the previous regulation of this type under the PSA. Here, it is important to note, the content with respect to Public Order Maintenance has changed. Police service boards and services will need to be mindful of these changes as they review and revise their policies and procedures. These changes are highlighted within the “Our Findings” section of this report and **Appendix A: Comparison of Legislative Requirements for Public Order Maintenance**.

In addition, and importantly, similar to section 7 of the PSA, section 14 of the CSPA allows for a board or the OPP Commissioner to provide a policing function in an area for which they have policing responsibility by entering into an agreement with another board or the Commissioner to provide that policing function. Under the PSA, and we expect now under the CSPA, these agreements will allow one police service to provide its public order maintenance resources to a police service that does not have this dedicated capacity in circumstances where that policing function must be delivered.

Key Highlights

1. In Ontario, POU deployments have increased 183.72 per cent between 2018 and 2022.

- There is a notable increase in public order deployments over the five-year period between 2018 to 2022 according to the data sample reviewed, as well as a continued increase in 2023 deployments, as revealed during the onsite interviews conducted during the inspection. Recent world events have had an unprecedented impact on the deployment of POUs¹¹.
- With the recent increased demands, police services that have their own **POUs are actively looking to increase complements to balance potential officer fatigue and strain on current resources.**

2. There were no situations where current POU resources – either from the ‘home’ police service or a cooperating police service – were unable to respond within a reasonable amount of time.

- The CSPA now expands the criteria for what is a “reasonable time” to deploy POUs. Boards and services – both those with their own POUs and those who rely on other services for POU resources – should **analyze these new requirements to determine what a ‘reasonable time’ for POU deployment should be locally**, in different sets of public safety risk circumstances, in accordance with the new CSPA factors. Ultimately, going forward, it is the IG who will determine if the reasonable time standards are met.

3. In Ontario, public order maintenance is delivered through 11 dedicated POUs, which are currently provided across the province by ten municipal services and the OPP.

- At the time of this inspection, one additional municipal police service was actively working towards creating their own POU to become the twelfth in the province. This leaves **32 municipal police services in Ontario that rely on another police service to deliver this function** through an agreement with another police service. Of those police services, **28 rely on the OPP for POU services when required, with the remaining three having an agreement with another municipal service.** Beyond these agreements, the CSPA allows Chiefs the ability to request temporary

¹¹ Under the former *Police Services Act*, POUs must be able to be deployed in a reasonable time. The now in-force *Community Safety and Policing Act* expands on this by requiring POUs to be able to be deployed in a reasonable time having regard to specific criteria that helps define the reasonableness requirement.

assistance in providing adequate and effective policing from another police service on an *ad hoc* basis, in the absence of such an agreement as required for events that may impact their resources (e.g., in April 2024, officials in Niagara Falls, Ontario were expecting up to one million visitors to witness a total solar eclipse directly over Niagara Falls¹²).

- This mechanism to access another police service's POU capacity on a temporary and *ad hoc* basis is particularly noteworthy for both the 28 police services that relied on the framework agreement with the OPP under the PSA, and those that sought the OPP's assistance outside of that agreement. For the years this report covers, 2023 and 2024, the OPP absorbed approximately 70% of the costs associated with its deployment of public order units to assist other police services. **The IoP was advised that the OPP is developing a new approach to assessing and evaluating the potential impacts of any new agreements on its ability to meet its own and others' demands.**
- **The 11 POUs in Ontario all met the minimum complement requirements as per the PSA.** Most services exceeded the minimum and had resources reflective of the size and needs of their communities. It was clear that many of the police services were in the process of selecting additional members to add to their public order strength to allow for increased demand, better down time, succession planning, and compliance with the new CSPA.
- With the addition of the twelfth police service, **every municipality that showed a need for deployments within the five-year window analyzed will have an operational POU.**
- As the demand for public order policing increases and is more complex in nature, there is benefit in exploring other potential service delivery, funding and deployment models over the short, medium and long-term to ensure Ontario's public order policing system remains responsive to public safety needs across a large and disperse geography.

4. The inspection discovered a few challenges with respect to POUs throughout Ontario.

- All Ontario police services staff their POUs by deploying police officers from their regular duties to this work as circumstances require. This model leads to increased strain on those officers who fulfill multiple functions, and results in other core policing functions – and the public that depend on them – suffering from gaps in service.

¹² Niagara Falls Solar Eclipse, "April 8th Solar Eclipse in Niagara Falls" <https://niagarafalls.ca/pdf/eclipse/cnf-solar-eclipse-important-information-businesses-detailed.pdf>.

- With increased POU deployments, **officer fatigue is an ongoing challenge for some police services** and in particular POU members. This has also led to some **challenges with general recruitment of prospective new POU members**.
- The IoP found examples of outdated and/or **minor inconsistencies between the Chief's procedure and the local board's policy**, including three instances where either a policy or procedure was not maintained in compliance with the Regulation. This reinforces the importance that boards and Chiefs regularly review their quality assurance process relating to compliance with the legislation.
- Five police services **did not have a debriefing process** as suggested in the Ministry of the Solicitor General's PSM guideline. While this guidance was advisory in nature under the PSA, the requirement has now been prescribed in regulation under the CSPA.
- There were three police services that **did not address the circumstances in which a POU should be deployed in their procedure** as required by regulation. This requirement continues under the CSPA.

5. Police services are actively transitioning to new legislative requirements under the CSPA.

- While this inspection was conducted under the PSA between May 2023 and January 2024, **the inspection notes consideration of, and progress underway by police services concerning the new requirements under the CSPA**. Whether delivering public order services to another jurisdiction, or receiving public order services from another police service, police service boards should pay particular attention to ensure compliance with the new requirements for policing agreements under section 14 of the CSPA.



Promising Practices and Recommendations

1. Ontario's Public Order 'Hub' model should be formalized and made permanent.

- The inspection noted an effective communication and coordination strategy throughout the province to mobilize public order deployments, known as the Ontario Public Order Hub. After the historic events in January of 2022 related to the Freedom Convoy, the OPP in collaboration with municipal police public order units, initiated the POU Hub model to ensure public order units could be concurrently deployed across the province in an integrated, strategic, and risk-based manner to prevent injury, preserve life, and protect critical infrastructure.

At the time of this inspection, the Ontario Public Order Hub included all 11 individual police service POUs within Ontario. These services are also represented at the OPOAC, a sub committee of the OACP. that meets regularly, and its members share recent public order experiences, best practices, upcoming service needs, and discuss how the various POUs can assist one another. We have learned that the success of the Hub model has generated interest by other police services outside of Ontario, including among the Canadian Association of Chiefs of Police.

- To expand upon this success, the **IG strongly recommends that the current Hub model to be formalized and enhanced to ensure its long-term sustainability, effectiveness and permanence. This includes:**
 - The Ministry of the Solicitor General considering making the Hub model a permanent entity within Ontario's public order maintenance system, through amendments to the relevant Regulations under the CSPA.
 - Establishing clear Terms of Reference for, and a defined access path to the Hub that would enhance its operation and ensure ease of access for police services across the province; and,
 - Formalizing the responsibilities for the Hub within the OPP, with an OPP representative serving as its Chair, and retaining the discretion of each Hub member to accept or not accept a specific request for POU assistance.

2. A standardized Public Order Risk Assessment Tool should be developed to support effective decision making for public order deployments.

- An additional area of standardization that could continue to drive improvements is **the development of an overall public order risk assessment tool to be used by all police services across the province.**
- A consistent assessment tool used by all Ontario police services would assist in decision-making standardization across provincial POUs that considers risk levels and appropriate levels of response. The tool should be designed in a way that takes relevant local factors into consideration, but the overall approach to how POU deployments and risks are determined should be consistent across the province.
- **The IG strongly recommends that the Ontario Public Order Hub and the Ministry of the Solicitor General collaborate in the development of this tool. Once a tool is developed, the IG strongly recommends that its consistent use by police services become a compliance requirement under the CSPA's Regulations.**

3. Additional training offerings should be made to assist police officers who engage in Public Order functions.

- Following the conclusion of the inspection, the IoP became aware that additional training was being provided to officers about the historical and political reasons behind recent protests. The IG is supportive of this supplemental training, as it may assist with supporting policing approaches that are culturally sensitive that further support effective communication and management during public order events.
- In addition, **the IG strongly encourages police services to continually access and contribute to the continued development of training to assist police officers performing public order functions in properly applying the full range of existing provisions in the *Criminal Code*, provincial law, and municipal by-laws in circumstances where hate-based offences and other offences related to protests, demonstrations and occupations are occurring.** While much attention is paid to the hate speech provisions in the *Criminal Code*, there are a range of other offence provisions that police could apply in appropriate protest, demonstration or occupation situations (e.g., mischief to property; mischief relating to religious and other property connected to an identifiable group; blocking or obstructing a highway; disguise with intent to commit an indictable offence; etc.).

4. Specialized resources and technology should be further integrated into Public Order Response.

- Although it was not a focus, the inspection did note additional promising practices and resources utilized by Ontario's POUs:
 - Police Liaison Team (PLT) officers work with demonstration organizers or groups to maximize the peaceful facilitation of events. Police services that had PLT officers routinely expressed their value with regards to helping to manage public order events. This role was profiled during the 2022 Public Order Emergency Commission as being a front-facing tool to look at strategies, planning, and building front-end relationships with participants during demonstrations.¹³ The inclusion of a PLT, with consistent training in building trust, engaging demonstrators, and understanding crowd-dynamics could provide a valuable tool for intelligence and managing demonstrations to ensure lawful, peaceful and safe events. Given their promising results and the importance of their role, the **IG recommends that chiefs of police embed PLTs into their public order training to support their readiness for integration into public order responses, where appropriate.**
 - Most POU services had external partners such as Fire services, Paramedic services, and other medical professionals. Partnering with external emergency services and medical professionals required enhanced training but increased public and police safety during deployments. The police services that did use Fire and Emergency Medical Services (EMS) in particular spoke of their positive contributions to their POUs. **The IG is supportive of police services continuing to develop and enhance their partnerships with external emergency services and medical partners and recommends that Memoranda of Understanding (MOUs) detailing the nature and expectations in these partnerships become a body of work that the Ontario Public Order Hub explore with these external partners, with assistance from the Ministry of the Solicitor General.** The IG also recommends to the Ministry of the Solicitor General that **these MOUs eventually become a compliance requirement contained in Ontario Regulation 392/23 *Adequate and Effective Policing (General)*.**
 - Finally, the inspection noted that POUs are utilizing a blend of new and old technology, with the use of Remotely Piloted Aircraft Systems to issuing fluorescent ball caps to their POU members on the ground, all with the aim to improve visibility and the management of POU operations.

¹³ Public Order Emergency Commission, "Interview Summary: Inspector Marcel Beaudin (Ontario Provincial Police), February 17, 2023, <http://publicorderemergencycommission.ca/files/exhibits/WTS.00000037.pdf>

Our Findings

Police Service Board Policy

Provincial Compliance Requirements

Section 18(1) of the PSA's Ontario Regulation 3/99 *Adequacy and Effectiveness of Police Services* required a police service to have a POU, or instead of having its own POU, section 18(2) permitted a board to enter into an agreement to have the service of public order provided by another police service. Regardless of whether the police service maintains its own POU, Section 29 of the Regulation required a board to have a policy on POU services.

The ministry guideline, PO-001, included a recommended sample board policy for both contracted delivery of public order maintenance policing, or for a direct, combined, regional or cooperative delivery method. The sample policy included elements for the board to give direction to the chief on the method of POU services, composition, reasonable time for deployment, equipment, and training. Alternatively, where a board has an agreement to receive public order maintenance from another service, the sample policy suggests identifying the contracted board and including directions to the chief to establish procedures in consultation with the chief of the police service being contracted to provide the services of POUs.

The requirement for a board to have policies with respect to public order maintenance is continued, with modifications under the CSPA and its regulations, including the requirements that all board policies must be publicly posted.

The IoP's Findings

The inspection found that 10 board policies had not been reviewed or revised since they were initially created and/or had minor inconsistencies with the other documents, including board agreements or chief's procedures. Of that number, seven were boards that did not have their own POU and relied on a police service agreement under section 7 of the PSA.

Our inspection found that most boards appear to either copy the sample board policy from the PSM verbatim or had used a board policy from a comparable board. While the sharing and access of these templates is a good practice to drive some standardization and consistency for certain components (particularly as some boards do not all have full-time, professional policy staff) it does reveal risks of complacency and lack of oversight resulting in a policy that provides little or no relevant local governance direction to the chief. Put another way, to the extent that a board policy is legally

required to govern the operational decision-making of the chief, governance done this way is weak, at best. One example that may seem minor, but is illustrative, is a board policy that references the police service from which the policy was obtained, rather than naming the police service for which the board has governance responsibility.

Further, of the three board policies whose services maintain their own POU, the inspection found minor inconsistencies, mainly around the naming of their POU. For example, over the years, POUs have been renamed several times, such as Crowd Management Units, Public Safety Units, Public Safety Teams, among others. Some of the board policies referenced their services POUs by a previous name and not the name currently used. Again, while a minor issue on its face, this highlights deficiencies in the board's approach to reviewing, updating, and assuring the quality of its policies in providing appropriate governance to the Chief, and through them, to the service. Of course, where similar minor issues exist due to lack of regular review and updating of governance, the potential for a more significant governance gap to manifest becomes more probable.

In analyzing this further, the inspection noted that several of the board policies had a review date scheduled. However, upon further inquiry many of those policies had not been reviewed as per their schedule. It is essential that boards follow a process to review and update board policies on a regular schedule. However, despite these minor inconsistencies and/or lack of review, the issues identified did not appear to impact police operations as required under legislation.

Boards should have a process to continually review their policies with regards to updates that may flow from new or amended legislation, or in response to local issues and experiences that give rise to a need for governance reform. The Chief should be engaged and consulted in the board's policy-making work, as the governance infrastructure boards put in place through policy sets parameters on the Chief's operational mandate.

Recommendation 1:

Boards should update public order maintenance policies to create more effective governance

Boards should **review and update their public order maintenance policies in light of new requirements in the CSPA and its regulations**. More specifically, boards must maintain up to date policies for every matter that a chief is required to establish procedures for maintaining the public peace under section 8 of Ontario Regulation 392/23: *Adequate and Effective Policing (General)* of the CSPA.

As part of the strategic planning requirements, boards whose service maintains a POU, and the OPP Commissioner, must ensure adequate resource planning of public order services. **Greater analysis of deployment trends, assistance requests, public order intelligence, current capacity training and equipment requirements will assist to understand operational needs for police service board budget and resource decisions.**

To support the discharge of the board's responsibility to ensure adequate and effective policing is provided within its jurisdiction of responsibility, those public order maintenance policies should include ongoing communication with, and reporting by, the chief in relation to significant public order events. Among other things, this may include **annual reporting on the use of a POU by the service, or in support of another service, as well as trends in the delivery of public order maintenance policing**, so the board can continue to monitor the delivery of adequate and effective policing and apply this information to board decision-making (e.g., operating and capital budget decisions).

To maintain the accuracy and relevance of its policies, boards should have a process to **continually review** their public order maintenance policies to ensure they can account for evolving community needs and continued compliance with the CSPA and its regulations.

Police Service Agreements

Provincial Compliance Requirements

As previously noted, section 18(2) of Ontario Regulation 3/99, under the PSA, allowed a board to enter into an agreement, pursuant to section 7 of the PSA, to provide the services of a POU through another police service or on a combined, or regional, or co-operative basis. This is a sensible legislative approach that means a smaller police service does not have to operationalize its own POU, so long as it has the necessary agreement in place to access a POU from another police service when public order maintenance is required.

The ability to enter into an agreement with another police service board, or the OPP to provide public order maintenance is continued, with modification, under section 14 of the CSPA and its regulations.

The IoP's Findings

Currently in Ontario, public order maintenance is delivered through 11 dedicated POUs provided across the province by 10 municipal services and the OPP. At the time of this inspection, one additional municipal police service was actively working towards creating their own POU and will become the twelfth in the province. This translates into 32 municipal police services in Ontario that rely on another police service to deliver this function through a police service agreement. Of those services, 28 rely on the OPP for POU services, with the remaining have an agreement with another municipal service. Of the police services that rely on the OPP for POU capacity, none of the 28 police services are charged back for the OPP's assistance.

The IoP confirmed that each of the 28 municipal police service boards had entered into an agreement (under the PSA) with the OPP to have the services of a POU provided to their police service. This agreement, referred to as the Framework Agreement, commenced in 2001, for a term of five years, with an option for renewal for another five years. In 2013-2014, the OPP issued letters to all boards that had this agreement to indicate that the OPP would continue to provide the services listed within, including that of a POU. The IoP received confirmation that the OPP will continue to provide these services until revised police service agreements are implemented in accordance with the new requirements of section 14 the CSPA. Some of the 11 operational POUs police services also maintained an agreement with other boards or with the OPP to augment their own local capabilities.¹⁴

As Ontario has now transitioned to the CSPA, the IoP stresses the importance for the 33 municipal police services relying on another services' POU have their boards review their policies and policing agreements, with particular attention to ensure compliance with the new requirements for policing agreements under section 14 of the CSPA, and put the necessary new agreements, board policy, and Chief's procedure(s) in place to ensure they continue to have a legal mechanism for the provision of public order, whether through another board or the OPP Commissioner. This same analysis and updating also applies to those police services that do have their own POUs, but also have agreements with other police services for assistance to augment their own police services capabilities. The requirements for these CSPA section 14 agreements are

¹⁴ It should be noted that section 19 of the CSPA has a mechanism whereby any board may request temporary assistance from another board, the Commissioner, or an entity that employs First Nations officers.

outlined in subsection 14(6), with further details found under Ontario Regulation 398/23 – *Alternative Provision of Police Functions*.

While undertaking a review of their existing policies, boards also need to recognize the increased demands for public order when entering an agreement to receive services or to deliver services to another board. This is particularly noteworthy for the 28 police services that relied on the framework agreement with the OPP under the PSA. The IoP was advised that the OPP is developing a new approach to assess and evaluate the potential impacts of any new agreements on its ability to meet its own and others' demands. The IoP commends this, as it will provide both the OPP and those police services that currently rely on the OPP for public order support a realistic supply versus demand picture. Alongside the OPP's ongoing evaluation, boards should also consider potential capacity issues given how many services the OPP supports from a public order perspective. Boards, in close consultation with their Chief, may wish to consider other police services as alternative options to the OPP when considering entering into an agreement for POU services. By law, boards are required to ensure adequate and effective policing for the local community the police service delivers policing to. An adequate level and effective operation of public order maintenance (or under the CSPA, maintaining the public peace) is one of the core policing functions boards are responsible for ensuring the adequate and effective delivery of. This includes adhering to the standards set out in Ontario Regulation 392/23 *Adequate and Effective Policing (General)* for minimum complement capacity and ability to deploy in a reasonable time. A proper assessment of how well previous arrangements are meeting evolving needs in this area, as well as the Chief's operational perspective, will assist boards in evaluating whether current arrangements should be maintained, or new/enhanced arrangements should be considered. Given the IG's mandate to monitor the delivery of adequate and effective policing across the province, this will inevitably be an area that the IoP will continue to pay attention to – including by obtaining and analyzing data related to POU demand, POU supply and the ability of the provincial POU model to meet the whole-of-province need.

The increased demand in public order has also seen police services more proactively addressing issues arising from multi-jurisdictional and prolonged public order events, which has led to the Ontario Public Order Hub model to support the coordination and facilitation of information sharing among all of Ontario's POUs.

Recommendation 2:

Boards should enter into section 14 agreements to ensure adequacy of POU resources

Where a police service does not maintain its own POU, the board must ensure it has a valid agreement in place, in compliance with section 14 of the CSPA, to have another board or the OPP Commissioner provide POU services.

Boards should ensure they update any previous agreement under the PSA to comply with section 14 of the CSPA and applicable regulations. This should be undertaken after thorough consultation with the chief, with consideration for what a **‘reasonable time’ for POU deployment should be locally**, in different sets of public safety risk circumstances, having regard to the new CSPA factors, namely:

- i. the policing needs of the community,
- ii. the geographic and socio-demographic characteristics of the police service’s area of policing responsibility,
- iii. the total population and population density of the police service’s area of policing responsibility,
- iv. the presence of critical infrastructure in the location where the POU is to be deployed,
- v. information about public order incidents in the police service’s area of policing responsibility within at least the previous three years, including information about the scope and severity of the incidents, and,
- vi. best practices in relation to response times for POUs.

Boards and Chiefs should also consider past/current practice and known or predictable capacity issues (informed by data and trend analysis) that may arise from the ability of the police service that historically provides POU services to meet current and evolving demands. A copy of any policing agreement made under section 14 must be provided to the IG.

Chief of Police Procedures

Provincial Compliance Requirements

Section 19 of Ontario Regulation 3/99: *Adequate and Effectiveness of Police Services*, of the PSA, requires the Chief to establish procedures on POU services that:

- set out the circumstances in which a POU, or a squad within a unit, may be deployed;
- require that if the police service maintains its own POU, the police service's procedures on public unit services are contained in a manual that is available to all members of the unit; and,
- ensure that a person who is a member of a POU has the knowledge, skills and abilities to provide that service.

The PSM guideline, PO-001, also provided advice on what the procedures, public order manual, and skills development and learning plan should address, along with a list of designated equipment and facilities.

While our inspection largely found chief's procedures to be compliant with PSA regulatory requirements, the IoP found some instances requiring attention or further consideration, including:

- inconsistencies within the procedures;
- no procedural steps outlining a debriefing process;
- not providing circumstances in which a POU can be deployed; and,
- instances of not maintaining a Public Order Manual.

The requirement for the chief to establish procedures on public order maintenance is continued, with modification, under the CSPA and its regulations. Multiple advisory features from the PSM are now prescribed requirements for the purpose of establishing written procedures on public order maintenance, including, but not limited to:

- debriefing a public order incident; and
- setting out circumstances for deployment.

Both are important elements, and the current state of compliance in relation to them, are discussed further in this section.

The IoP's Findings

i) Inconsistencies

Our inspection found four police services with inconsistencies in their respective Chief's procedure. The inconsistencies were minor in nature (such as the Chief's procedure not referring to its own police service, but to the originating service that provided its procedure) and appear to be a result of copying verbatim the police service guidelines provided in the PSM or from a chief's procedure from another service.

There was also an example of references to other procedures that have since been renamed or assigned updated reference numbers. Similar to issues identified in board policy, these inconsistencies signal gaps in the service's quality assurance process and suggest that further internal assessment is required to ensure regular maintenance of procedures that align with board direction and police service practice. While the minor inconsistencies and/or lack of review did not appear to alter the understanding of the Chief's procedure and did not impact police practices, it signals a lack of attention to details that can matter. This attention to detail is important: it ensures the service will identify more significant issues and adjust to address them before they manifest into more serious problems that can disrupt the effective delivery of policing locally.

Our inspection also noted that several procedures from different police services had a review date scheduled, however, upon further inquiry, we determined that many of those procedures had not been reviewed in line with this schedule. It is essential that police services follow a process to review and update procedures on a regular schedule.

Recommendation 3: **Chiefs should review and update their public order maintenance procedures to ensure compliance**

Chiefs should review their respective public order maintenance procedures through the lens of the CSPA to ensure consistency and accuracy with their service delivery practices for maintaining the public peace.

Chiefs should implement a process to **continually review** their procedures to ensure they maintain focus on the evolving community needs and continued compliance with the CSPA and its regulations, as well as board policy.

ii) Debriefing Process

Continuous improvement in police service delivery comes with honest evaluation of what worked well, and what could be improved. When it comes to policing operations, debriefing practices allow for a deconstruction that can highlight strong practices and areas for improvement. Ensuring a debriefing process is captured in the procedural steps following all major incidents in which a POU is deployed is vital. However, our inspection found the Chief's procedures of five police services did not include a debriefing process.

While the incorporation of a debriefing process following all major incidents within the Chief's procedures and public order manual was discretionary under the PSA, the requirement for debriefing a public order incident is now mandatory and regulated in Ontario Regulation 392/23 of the CSPA under subsection 8(3). A robust debriefing is required following the deployment of a POU that must include the preparation of a summary of information regarding the incident, analysis of the outcome of the incident including what worked well and recommendations for improvements and matters to be addressed through changes to procedures or training.

The five police services that did not have a debriefing process outlined in their Chief's procedure were services that did not have their own POU and relied on agreements with another police service or the OPP Commissioner to provide POU services. Regardless of whether the police service has their own POU, the legal requirement for a debriefing process to be part of the service's procedure does not depend on which service is responsible for the deployment of the POU. Although one service may rely on another for the POU itself, the local service of jurisdiction must still assess its own decision-making to access that POU and then evaluate the delivery of public order maintenance locally. The IoP did find that all 11 police services that maintain their own POU had a debriefing process included in their Chiefs procedure. Interviews with members of police services confirmed that a debriefing was conducted at the conclusion of each POU deployment. Debriefs are also shared at OPOAC meetings where the group shares any tactics observed or used that assisted in resolving the incident. Debriefs are discussed at every quarterly meeting.

Recommendation 4:

Chiefs should ensure that procedures include a debriefing within the police service following a public order incident

Chiefs should review procedures to ensure they include a debriefing of public order incidents within the police service following the deployment of a POU (regardless of whether they utilized their own POU, or a POU from another police service accessed through an agreement), as now required under section 8 of Ontario Regulation 392/23: *Adequate and Effective Policing (General)* of the CSPA.

The **debriefing process should include**, at a minimum, a summary of information regarding the incident, including:

- i. the nature of the incident;
- ii. the date, time, and location of the incident;
- iii. the environment in which the incident occurred; and,
- iv. the details on the response to the incident by the POU. The debriefing should also include an analysis of the outcome of the incident, including what operationally worked well, as well as recommendations for improvement, as well as matters to be addressed through changes to procedure and training.

While the term “following the deployment” suggests that the debriefings occur soon after a POU deployment is possible, there may be instances where there is reason to believe that a public order incident may give rise to the Special Investigations Unit (SIU) invoking its mandate. **In those instances, the police service should liaise with the SIU to determine whether a debriefing could complicate their investigation into the incident and should therefore be delayed.**

Note, the debrief mentioned above refers to an internal process within the police service. These are distinct from after incident reporting requirements found under Ontario Regulation 393/23 *Active Attacker Incidents* and the Extreme Incident Response Plan, referenced under Ontario Regulation 392/23 *Adequate and Effective Policing (General)*.

Furthermore, **through the Ontario Public Order Hub, the sector is encouraged to facilitate the sharing of in-service debriefs** so that different POUs can learn from tactical examples applied, with a focus on assessing future needs and enhancing interoperability in joint service public order deployments. **This information should also be shared with the Ontario Police College to assist in the continuous improvement of its POU training curriculum.** This will improve future practices and operations in POU tactical decision-making across the province.

iii) Circumstances for Deployment

There were three police services whose Chief's procedures were found non-compliant with the requirement to identify circumstances in which a POU may be deployed. The three police services did not have their own POU and all of them relied on a PSA section 7 of the agreement.

Again, regardless of whether the police service has its own POU or relies on an agreement with another board to provide POU services, subsection 19(1) of Ontario Regulation 3/99: *Adequate and Effectiveness of Police Services* under the PSA required every Chief to, "...establish procedures on public order unit services which set out the circumstances in which a public order unit may be deployed." The inspection did find that police services that maintained their own POUs were all compliant with this requirement.

Of note, this requirement is further expanded under the CSPA Ontario Regulation 392/23 to now require that the Chief establish procedures respecting the deployment of a POU for both planned and unplanned incidents, including setting out the circumstances for deployment, specifying the process for authorizing deployment, and identifying operational responsibility for authorizing deployment. The IoP encourages these procedures to also include a consistent assessment tool used by police services in evaluating the risk level and an appropriate level of response, including whether to request temporary public order assistance from another service.

Recommendation 5:

Chiefs should include deployment circumstances in POU procedures, and the sector should develop a standardized risk assessment tool for effective POU deployment decision-making

Chiefs should review their procedures to confirm they include a catalogue of circumstances in which a POU should be deployed. More specifically, the procedures should address the deployment of a POU for planned and unplanned public order incidents, including setting out circumstances for deployment, specifying the process for authorizing deployment, and identifying operational responsibility for authorizing deployment.

The Ontario Public Order Hub and the Ministry of the Solicitor General sector is encouraged to collaborate on the development of a single risk assessment tool to standardize the factors and risks to be considered for POU deployments in Ontario. The tool should guide decisions around consistent relevant points and should support and not run contrary to the Chief's ultimate authority of deciding whether and how to deploy a POU locally.

Upon completion of this work, **police services that maintain a POU are further encouraged to incorporate the risk assessment tool into their procedures** as part of their decision-making process to determine the risk level and an appropriate level of response, including whether to request assistance from another service through an agreement or temporary assistance under section 19 of the CSPA.

Once a tool is developed, the IG strongly recommends of its consistent use by police services to become a compliance requirement under the relevant CSPA Regulation.

iv) Public Order Manual

Up until April 1, 2024, police services were required to ensure that procedures on POU services were contained in a manual made available to all members of the POU. This requirement was contained within Ontario Regulation 3/99: *Adequate and Effectiveness of Police Services* of the PSA, and further guidance on the content of the public order manual was provided in the PSM.

While the requirement to maintain a manual is no longer prescribed under the CSPA, the IoP does note considerable value in maintaining a public order manual that is available to members of the POU. The IoP recommends that police services that maintain their own POU continue the practice of maintaining a public order manual that is specific to the individual police service. The manual should include the guideline items that were listed in the PSM public order guidelines (PO-001), such as:

- the unit's mandate, functions, and members' responsibilities;
- deployment and reporting relationships;
- command and control;
- communications with unit members;
- crowd management procedures, including response levels and negotiation;
- incident assessment;
- provision and use of equipment;
- operational training;
- the circumstances and processes for liaising with appropriate officials for the purposes of Sections 63 - 68 of the *Criminal Code of Canada*, regarding unlawful assemblies and riot situations;
- use of training, operational and equipment logs;
- debriefing process; and,
- the selection process for members of the POU to ensure that the members have the knowledge, skills and abilities to provide the services of the POU; and,
- the recording and reporting of incidents involving a POU.

Recommendation 6:

Chiefs should ensure their POU manuals are maintained, up to date and reflect guidance from the Ministry of the Solicitor General

Chiefs of police services that have their own POU should **continue maintaining a public order manual and making it available to all members of the POU**. This manual should be specific to needs and procedures of individual police services that have a POU, with consideration to include common training provided by the Ontario Police College and other provincial initiatives.

It is recommended that the content of the public order manual continue to reflect guidance from the Ministry of the Solicitor General's PSM public order guidelines (PO-001), until such time that updated guidance may be provided.

Recruitment and Training

Provincial Compliance Requirements

Section 18(3) of PSA Ontario Regulation 3/99 requires every POU to consist of a unit supervisor and at least four squads of seven officers, including a squad leader.

In addition, section 33(c)(iii) of the Regulation requires every police service to have a skills development and learning plan that addresses members of a POU.

Complement requirements for POUs have increased under the CSPA Ontario Regulation 392/23 and its regulations, with standardized initial and ongoing training now prescribed under regulation. Further details concerning these requirements are included under the Deployment section of this report.

The IoP's Findings

At the time of the inspection, police services with a POU appeared to have a sufficient number of trained POU members, with many services indicating ongoing efforts to expand on their own complement of POU members. Basic POU member training is now mandated under the CSPA to be delivered by qualified instructors through the Ontario Police College (OPC). Previous training was provided by the individual police services and was developed with input from the OPOAC. Importantly, this previous training was part of the foundation of the new OPC curriculum.

All the POUs work closely together with respect to training. A basic public order training class will be hosted by a police service and will quite often consist of members from different police services. In addition, the OPOAC supports the communication of training details to support ongoing training needs.

Additionally, another finding indicates that through the inspection that there are smaller to mid-size police services that, although they do not maintain their own POUs, are providing a limited number of members with POU training. Those police services do not have the resources to provide a complete POU on their own but utilize trained members to complement other police services that do have a POU. We remind boards and services that, while combining resources with another service is permitted, the combined POU must comply with legislation, including training and equipment standards.

Recommendation 7:

Police services should access supplementary training relevant to POU context and this training should be centrally coordinated to best prepare Ontario POUs

The CSPA now requires that every police officer assigned functions of a POU must complete mandated training provided by OPC. OPC now provides training on safe crowd management and maintaining public order, supervision of a POU and tactical command. **In addition, police services are encouraged to continue additional, ongoing joint training and learning between services. It is recommended that such initiatives be identified centrally and coordinated through the Ontario Public Order Hub.**

Further, **services should consider supplementing mandated training with education that is specific to the context in which they are policing.** For example, further education to improve relations, foster cultural understanding and historic injustices experienced by Indigenous communities, and the historic and/or geo-political subtext driving current demonstrations and protests, may assist with approaches that are culturally sensitive to further support effective communication and management of such events.

Police services should continually access and contribute to the **continued development of training to assist police officers performing public order functions in properly applying the full range of existing provisions in the *Criminal Code*, provincial law, and municipal by-laws** in circumstances where hate-based offences and other offences related to protests, demonstrations and occupations are occurring.

These **events are not confined to Ontario but often cross provincial boundaries**, requiring coordinated responses across the country. This underscores the importance of ensuring that Canadian, provincial, territorial, and municipal laws strike a responsive balance between the public's freedom of expression and assembly and the right of others to conduct their activities safely. Accordingly, the **Ministry of the Solicitor General should engage provincial, territorial, and federal governments to review the legal framework governing protests in Canada to ensure this framework remains relevant and responsive, having regard to more recent experience and learnings across the country. This review should consider expertise from a range of sectors that can provide advice, including policing, legal, civil liberties, and other sectors.**

Equipment

Provincial Compliance Requirements

Section 38 of the PSA Ontario Regulation 3/99: *Adequate and Effectiveness of Police Services* requires that a municipal police service shall be provided with adequate equipment and facilities. Guidance about public order equipment was provided in the PSM under the ministry's Designated Equipment List. However, the quality, age, and manufacturer of the equipment varied from service to service. Therefore, the equipment issued and available to POU members across the province varies considerably.

While the ministry's Designated Equipment List in the PSM is advisory only, Ontario Regulation 392/23 of the CSPA now has a prescribed list of required equipment as of April 1, 2025 (the Regulation builds in a transition timeline for the acquisition of this required equipment).

The IoP's Findings

Although the equipment used by different POUs is similar in type – for example, shields, batons, helmets, etc. – it is the manufacturer of the equipment that varies considerably from police service to police service. With that comes different manufacturers' recommendations with respect to maintenance, longevity, and overall state of the equipment. Given the varying recommendations from manufacturers, it is critical that police services track and test the equipment on a regular basis and consistent with manufacturer's recommendations, to maximize officer safety and instill user confidence in the equipment.

At the time of this report, global economic uncertainty is impacting material costs and supply chains. Police services are not immune to these impacts. Rising material costs may impact the manufacturing and availability of public safety equipment. Given the significance of this issue and the importance of ensuring policing equipment is available to Ontario services, the Ministry of the Solicitor General, the OACP, and the Ontario Association of Police Service Boards (OAPSB) should monitor supply chain issues and engage other orders of government where their jurisdiction may assist in resolving issues that arise.

Recommendation 8:

Chiefs should maintain a system for tracking issued protective apparel and equipment

Chiefs should maintain a system for tracking issued protective apparel and equipment in a manner that is consistent with the manufacturers' suggested specifications, and regularly **inspect and re-assess** the equipment according to manufacturer specifications to ensure its ongoing effectiveness.

Furthermore, **the Ministry of the Solicitor General, OACP, and OAPSB should collaboratively monitor supply chain impacts to ensure police services can procure the necessary public order equipment** prescribed under Schedule 1 of Ontario Regulation 392/23 *Adequate and Effective Policing (General)* and engage other orders of government where their jurisdiction may assist in resolving issues that arise.

The PSM guideline for public order also suggested that POU members' emergency medical information be made available for rapid information sharing in appropriate situations. However, our inspection revealed that not all POUs had put in place an approach to facilitate this sharing of medical information. That said, many services require the POU member to carry their own medical information in a consistent location of their uniform (for example, front body armour pocket).

With the surge in POU demand and more multi-jurisdictional deployments, there is increased risk and concern with regards to potential delays in finding emergency medical information in a timely manner – especially if the approach to facilitating quick access to this information varies from service to service. The IoP strongly urges the POU sector, through the Ontario Public Order Hub, to agree upon a consistent format and location for the carrying and access to this information. This will ensure minimal delay in retrieving such vital information, even during combined and cross-jurisdictional events. To mitigate privacy concerns, the information should be secured by the individual in the prescribed location upon their own uniform, only to be drawn upon in the event of a medical emergency.

Recommendation 9:

All Ontario POUs should ensure consistent location and access to medical information for members

Chiefs should ensure that all POU members' emergency medical information be carried in a consistent location for rapid sharing in emergency situations. The sector is encouraged to ensure that all POUs agree to a consistent format and location of medical information to ensure minimal delay in retrieving such vital information, particularly during combined and cross-jurisdictional events. To mitigate privacy concerns, the information should be secured by the individual in the prescribed location of their uniform only to be drawn upon in the event of a medical emergency.

The **POU sector, through the Ontario Public Order Hub, should agree on a consistent format and location for the carrying and access to this information** and work to facilitate the integration of the agreed-upon approach across all Ontario POUs.

Deployment

Provincial Compliance Requirements

Section 18(3) of PSA Ontario Regulation 3/99 required that every POU, whether maintained by one police force or on a combined or regional or co-operative basis:

- a) shall consist of a unit supervisor and at least four squads of seven officers, including the squad leader; and,
- b) must be able to be deployed in a reasonable time.

The CSPA has expanded slightly the complement requirement with Ontario Regulation 392/23, stating that a POU shall have the capacity to deploy to a public order incident, at a minimum, a section of the unit consisting of,

- a) at least 32 police officers, including a section leader; and,
- b) a public order commander.

The CSPA requirements also now identify considerations that bear on the reasonable time for deployment criteria for POUs, stating that the POU must be able to be deployed in a reasonable time to ensure:

- the policing needs of the community;
- the geographic and socio-demographic characteristics of the police service's area of policing responsibility;

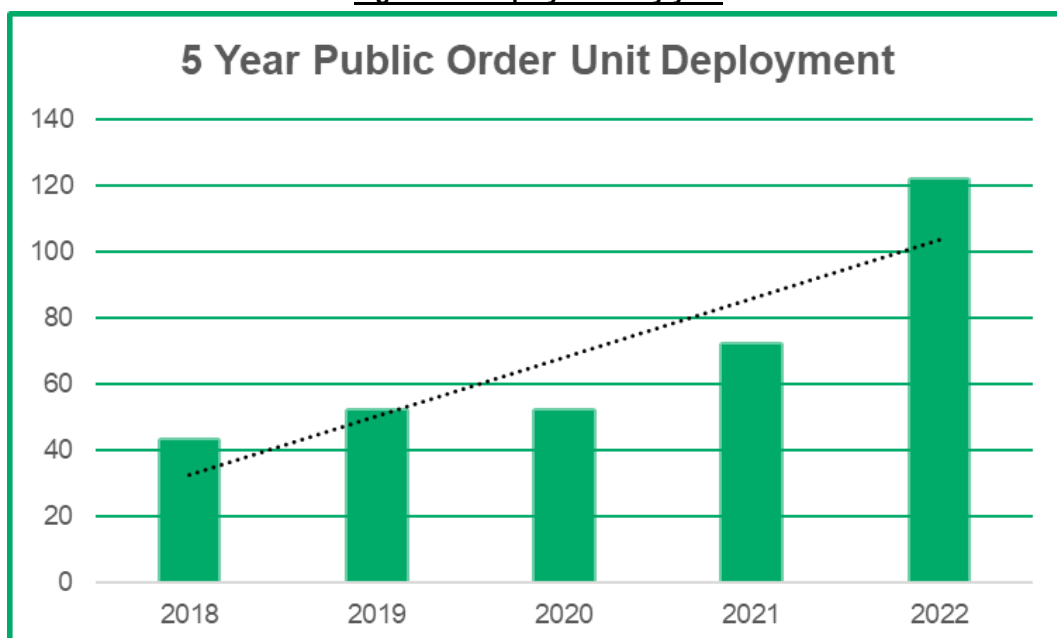
- the total population and population density of the police service’s area of policing responsibility;
- the presence of critical infrastructure in the location where the POU is to be deployed;
- that information about public order incidents in the police service’s area of policing responsibility within at least the previous three years, including information about the scope and severity of the incidents; and,
- best practices in relation to response times for POUs.

The IoP’s Findings

Our inspection revealed that there is a 184 per cent increase in POU deployment in Ontario between 2018 and 2022 (see “Fig 2”). Recent world events have had an unprecedented impact on the deployment of POUs. With the increased deployments of POUs over the last five years, many Chiefs, the OPP Commissioner, and boards are becoming more focused on the increased demands on their POU members. These events, and the public order maintenance they require locally, significantly impact police resources and budgets. Importantly, our inspection revealed that despite this increase in demand, there have been no situations where current POU resources were unable to deploy within a reasonable amount of time.

The IoP takes note that police services that have their own POU are actively looking to increase complements to balance potential fatigue of current resources, especially as members are redeployed from their regular duties to POUs. In other words, the long-term sustainability of the current resource landscape is a matter that requires ongoing attention.

Fig 2: POU deployments by year



i. Composition of a Public Order Unit

As previously noted, under the PSA a POU had to consist of a unit supervisor and at least four squads of seven officers, including the squad leader (28 police officers in total). Under the CSPA, a POU must now deploy, at a minimum, a section of the unit consisting of at least 32 police officers, including a section leader, and a public order commander. POU commanders that were interviewed recognize the change in POU composition from the PSA to the CSPA. Additionally, some services are taking proactive steps to augment their current public order complement through other emergency response units that take part in annual public order maintenance training and can be more readily deployed to augment their numbers.

ii. Deployment in a Reasonable Time

The IoP recognizes that the requirement to deploy a POU within a “reasonable time” necessarily includes subjective determinations. There is no set requirement – in terms of hours within which deployment must occur – to use as a benchmark. The varying geography within the province will interpret that what is reasonable in one context, may not be reasonable in another context. For example, what might be considered a reasonable deployment time within an urban centre may not be reasonable for deployment in rural areas of the province.

POU members were asked in their interviews about their ability to deploy in a reasonable time. The inspection revealed no situations where current resources were unable to react within what the IoP considers a reasonable amount of time, having regard to the factors now applicable through the CSPA. Operational POUs are constantly in contact with each other, including through the Hub, to minimize any potential delays in required deployment.

As mentioned above, subsection 18(3) of the now revoked Ontario Regulation 3/99 only required POUs to be “able to be deployed in a reasonable time.” The CSPA expands on this by requiring POUs to be able to be deployed in a reasonable time having regard to specific criteria that helps define the reasonableness requirement. The IoP strongly suggests that these new requirements should spur analysis and collaboration by boards and services across the province – both those with their own POUs, and those that rely on other services for the POU resources. Boards and services should work to determine what a ‘reasonable time’ for POU deployment should be locally, in different sets of public safety risk circumstances, with consideration of the new CSPA factors. Those services that rely on another’s POU should necessarily integrate that service into this analytical process so that that service’s capacity issues are taken into account. Of course, ultimately, the IG is mandated under the CSPA to determine whether the ‘reasonable time’ standard is met in a specific situation, either in response to a public

complaint, a proactive inspection, or a determination under section 20 of the CSPA about the adequacy and effectiveness of policing locally. That said, boards and chiefs collaborating in determining local service standards for POU deployment is both consistent with boards' governance role and may well inform any evaluation the IG ultimately conducts.

When it comes to real-time deployment, our Inspection found that different police services use different platforms to notify members of public order events and that both on-duty and off-duty members are required. Although there are different platforms used, they were all effective platforms that addressed unique local needs to facilitate POU deployment in a reasonable time.

Services are encouraged to go beyond the minimum and find ways to incorporate effective planning, intelligence-gathering and analysis resources when preparing to deploy for a particular public order event. During the inspection, the IoP was impressed by the work of PLTs. A more organized PLT network between services could share intelligence, identify collaborative strategies to engage demonstrators, and promote education on issues relevant to the public order context.



Recommendation 10:

To ensure POUs can deploy at a reasonable time, Boards and Chiefs should consider the factors under the CSPA and build capacity of PLTs to support planning strategies, as appropriate

Police service boards should confirm with their Chiefs that the service is, at a minimum, and pursuant to subsection 7(2)(1)(i) of Ontario Regulation 392/23 of the CSPA, meeting the deployment requirements in terms of the complement of their POU. This includes deploying a minimum of one section consisting of 32 police officers including a section leader and a POU commander in a reasonable time.

Boards should ensure that a POU is able to be deployed in a reasonable time, having regard to the new factors set out in the CSPA, namely:

- i. the policing needs of the community,
- ii. the geographic and socio-demographic characteristics of the police service's area of policing responsibility,
- iii. the total population and population density of the police service's area of policing responsibility,
- iv. the presence of critical infrastructure in the location where the POU is to be deployed,
- v. information about public order incidents in the police service's area of policing responsibility within at least the previous three years, including information about the scope and severity of the incidents, and,
- vi. best practices in relation to response times for POUs.

The IG encourages services, boards and stakeholders to cooperate in developing some type of analytical approach to determining what a reasonable time is. The IG would ultimately determine in the future whether the reasonable standard is met, but a cooperative approach now can assist in creating some consistency in the model.

In addition, PLT network between services could, where appropriate, share intelligence, combine strategies to engage demonstrators, promote education and work towards lawful, safe and peaceful events. To aid in this approach, **Chiefs of Police are encouraged to embed PLTs into their public order training to support their readiness and involvement in public order responses, where appropriate and at the discretion of the service.**

Furthermore, **the Ministry and Chiefs of Police should collaborate to ensure consistent training for PLTs across the province to support interoperability between services on joint service public order responses.**

iii. Embedded Fire and Paramedic Emergency Medical Services

The IoP observed that many POUs effectively embed fire and paramedic services as part of their POUs. These fire and paramedic members receive initial training and participate in annual POU training. Recognizing this could be more challenging for fire and paramedic participation in regional services and for the OPP, those that do have fire and paramedics embedded in their POUs speak favorably of their involvement and increased public and police safety during deployments. Although not mandated, continued work by police services to include and integrate these vital partners enhance a police service's ability to more fulsomely respond to public and officer safety issues that can arise in public order maintenance deployments.

Recommendation 11: Police Services should continue developing and enhancing their partnerships with local Fire and Emergency Medical Services to facilitate integration into their public order deployments, as appropriate

Most POU services had external partners such as fire services, paramedic services, and other medical professionals. The services that did use fire and EMS spoke of their positive contributions to their POUs and the enhancements they bring to public and police safety.

Chiefs of Police should continue developing and enhancing their partnerships with external emergency services and medical partners through integrated training, where feasible.

The Ministry of the Solicitor General should also examine options to coordinate and enhance the integration of Fire services in public order deployments, as appropriate.

The Ontario Public Order Hub should explore putting in place a MOU detailing the nature and expectations of these partnerships. The IG also recommends to the Ministry of the Solicitor General that if the Hub is able to develop a model MOU, these MOUs become a compliance requirement contained in Ontario Regulation 392/23 *Adequate and Effective Policing (General)*.

iv. Ontario Public Order Hub Model

During the events in 2022 related to the Freedom Convoy, the OPP was required to respond to many convoys, demonstrations, and blockades that were consistently and repeatedly emerging in communities across Ontario. This included requirements to concurrently deploy public order units to large scale protests occurring simultaneously in Ottawa, Toronto, and Windsor.

To effectively manage the simultaneous public order events, coordinated support was required from municipal police, the OPP, and RCMP public order units.

As a result, in collaboration with municipal police public order units, the OPP initiated the Ontario Public Order Hub model to ensure public order units were concurrently deployed across the province in an integrated, strategic, and risk-based manner to prevent injury, preserve life, and protect critical infrastructure.

Ultimately, the Hub model enabled the execution of an integrated planning process that facilitated the deployment of multiple public order units from not just Ontario, but throughout Canada, to effectively manage the operational priorities and respond to the Freedom Convoy occupation.

There are currently three Hubs in Ontario (East, West, and Central). The Chair of each Hub is contacted when assistance is required for POU incidents. Typically, these are planned events that are known in advance. The Hub assists by mobilizing POU deployments to public order events throughout Ontario, both in circumstances where the local police service has its own POU, but the event is beyond the scope of what they can manage with their own POU assets – and in circumstances where the public order event is occurring in a jurisdiction where the local police service does not have its own POU. The Hub model facilitates near-constant exchange of information and allows for collaborative and coordinated operational response to dynamic situations such as recent Israel and Hamas war-related demonstrations that have occurred in various locations across the province. The Hub provides immense value for POUs to collaborate, pool resources, and manage deployments in an intelligent fashion that supports a local police Chief's deployment decision-making.

However, the Hub is not formalized as an entity within Ontario's public order policing landscape. It is important to address this, and ensure that the coordination, information-sharing and policing support that it offers becomes a permanent fixture of Ontario's public order policing system. It is vital that through this formalization, police services that are part of the Hub are able to both deliver adequate and effective public order policing locally in their 'home' jurisdiction and provide effective support to others when called on to do so.

This inspection identified an increase in demand for public deployment in Ontario, that is expected to continue trending upwards. Coupled with the complexity of events witnessed in recent years that transcend jurisdictions, including areas of federal jurisdiction (e.g., international borders), these factors risk putting very real pressures on existing POUs and their services without a sustainable approach. Ontario's Public Order Hub model offers a strategic and scalable solution that not only supports Ontario but can be adopted at a national level.

Recommendation 3 in the *Report of the Public Inquiry into the 2022 Public Order Emergency* states that:

“Police and other law enforcement agencies [to] develop, in conjunction with affected governments, protocols around requests for additional law enforcement resources, where a police service is unable to respond on its own to major events, including certain protests” (Recommendation 3)¹⁵.

The Ontario Public Order Hub is the framework to bring the Inquiry's recommendation into practice, as it will address the imperative for coordination of public order resources during major events. In addition, given that public order needs are increasingly crossing jurisdictional boundaries, all orders of government should work together to find sustainable funding solutions or risk potentially greater pressure on the current system and its ability to effectively ensure public safety.

Given the IG's mandate to ensure compliance with the CSPA, the Ontario Public Order Hub model should consider the new requirements in the CSPA when entering into policing arrangements (under section 14) or making requests for temporary or emergency assistance (under section 19). There are also new requirements to provide notification to the IG where these arrangements or requests occur. It is vital that any public order maintenance collaboration directly between police services or through the Hub comply with these new requirements.

¹⁵ The Honourable Paul S. Rouleau, “Report of the Public Inquiry into the 2022 Public Order Emergency” Volume 1: Overview. (2023): pg. 252.

Recommendation 12:

The Ministry of the Solicitor General should formalize and enhance the Ontario Public Order Hub model by making it a permanent and sustainable fixture of public order policing in the province

With a view to strengthen Ontario's public order policing system so it can meet evolving challenges and deployment needs, **the IG recommends:**

- i. **That the Ministry of the Solicitor General formalize the current Ontario Public Order Hub model to ensure its long-term sustainability, effectiveness and clarity in operations. This formalization should occur through amendments to the relevant Regulations in the CSPA** that address the following:
 - A clear operational framework, with the OPP serving as Chair of the Hub and with representation from all Ontario police services that maintain a POU;
 - A single pathway for police services to request POU assistance through the Hub;
 - A coordinated approach among Hub member police services with a POU that includes the discretion for each individual police service to decide whether to provide assistance based on their own ability to continue to deliver adequate and effective public order policing locally in their 'home' jurisdiction; and
 - Mechanisms for effective planning, intelligence-gathering and resource analysis on public order policing matters, including through an organized PLT network within the mandate of the Hub.
- ii. **That the operations structure of the Ontario Public Order Hub provides appropriate notifications to the IG**, given the IG's statutory responsibility in section 20 of the CSPA to oversee and act to ensure the delivery of adequate and effective policing in the province.

Formalizing the Hub will enhance the effectiveness of Ontario's Public Order policing system, improve the coordination of resource deployments, and facilitate information-sharing that improves outcomes. This formalization will also ensure that the Hub becomes a permanent fixture of Ontario's policing system.

Promising Practices Towards Continued Improvement

Beyond evaluating compliance with the CSPA, the IoP is committed to identifying leading practices that are working well in policing, assisting the sector in embracing these practices, and raising the overall performance bar. While inspecting for compliance with the PSA, the IoP was also able to observe promising practices within police services as they relate to public order maintenance. The IoP strongly encourages boards, Chiefs' and the OPP Commissioner to consider adopting these promising practices as they move towards compliance with the CSPA and its regulations concerning public order maintenance.

Continued Development of Training

The inspection revealed that every police service in Ontario either met or exceeded the previous training guideline provided in the PSM. Initial POU training is now regulated in the CSPA's training regulation (Ontario Regulation 87/24), which includes mandatory training for members, supervisors of POUs, and tactical commanders of a POU.

There are some services that are supplementing mandated training, such as cultural sensitivity training, that is specific to the context in which they are policing, to aid those POU members in understanding the best approach to these events. One example the IoP learned of is Toronto Police Service POU members receiving additional *"Foundations of Islam and Addressing Islamophobia, Community Trust and Allyship in Policing"* training through an online course available on the Canadian Police Knowledge Network (CPKN) platform. While it is beyond the scope of the inspection to evaluate any specific training of this kind, this is one example of culturally relevant training that police services are providing to their members to make them more aware and effective when engaging in public order maintenance. The IoP views this approach as promising to promoting effective management of events through awareness and education. The IoP also encourages services to share their approaches to training enhancements to drive improved overall performance of public order maintenance across the province.

Additional Resources

During the on-site inspections, the IoP found that many POUs in the province use varying community resources and physical resources as part of their POUs. These include:

j) Police Liaison Teams

Although it was not the central focus of this inspection (as it is not a requirement under the PSA or CSPA), police services that had PLT officers routinely expressed their value in helping to mitigate issues that can arise in public order events. This role was highlighted during proceedings of the federal Public Order Emergency Commission as being a front-facing tool to look at strategies, planning and building front-end relationships with participants during demonstrations. The inclusion of a PLT, with a consistent focus on building trust, engaging demonstrators and understanding crowd dynamics, provides a valuable tool for better managing demonstrations to ensure lawful, peaceful and safe events for the participants, the broader public and the police officers on the ground.

There are currently several POUs that use PLTs. These teams interact with event organizers prior to the public order event, and often can open and maintain positive dialogue and interface capability that yields positive public safety results. The IoP strongly encourages those POUs that do not currently incorporate PLTs in their approach to consider them and consult with services that use PLTs to gain the benefit of their experience.

Given their promising results and the importance of their role, the IoP would recommend that the formal inclusion within the mandate of the Ontario Public Order Hub.



ii) Mounted Police Units

Two police services continue to maintain mounted police units, with other services taking steps towards establishing a mounted unit. Although there are few units currently, the option exists for police services to request assistance from these Mounted Police units from other police services when their support may be deemed beneficial.

Among other duties, these units can be used to supplement POU's and assist in responding to crowd management situations. Due to the tall stature of officers on horseback, they create a presence with a unique observation perspective, an expanded field of vision, while also providing the ability to move large crowds and effect crowd control.



iii) Remotely Piloted Aircraft Systems

Many POU are utilizing Remotely Piloted Aircraft Systems (RPAS) and have seen success with them. The RPAS provides real-time, 'birds-eye' view of mass gatherings. It features the ability to zoom closely on any area of interest to provide vital information in dynamic situations that may otherwise not be available. This information can assist POU in effectively identifying public safety risks that may not be visible, as well as serve as a command tool to observe, manage and direct POU operations. The value of RPAS technology is now cemented in the requirement under CSPA Ontario Regulation 392/23, where every POU shall be provided with an RPAS.

iv) Fluorescent High Visibility Ball Caps

POUs are often deployed in large crowd settings with public order members dispersed within the large crowds. Both given the nature of these dispersed deployments, and what will become the increasing use of RPAS, a few services opted to issue fluorescent ball caps to their POU members to improve visibility on the ground for members of the public, and from above for the police service managing the POU's operations.

The overall feedback from services that used fluorescent ball caps were positive, noting that members of the POU are easily identified and can be tracked during a fluid and evolving deployment. This was beneficial at large events with multiple POU's present. The fluorescent ball caps make easier for command staff to visualize where their members were within the crowds, both by traditional observation or new RPAS assistance, and then better manage and respond to evolving public order events.



Conclusion

Over the course of recent years, Ontario experienced a surge in protests, demonstrations, and civil disobedience to express dissatisfaction with government policy, local matters, and world events. As displayed in 2022, with the vaccine anti-mandate protests and blockades, these events can become complex and span multiple jurisdictions across the province. The ability for police to maintain their preparedness to effectively manage these events in a lawful, peaceful, and safe manner is crucial.

Overall, Ontario's police services continue to adapt to address public order situations. Collaboration among POUs in Ontario, facilitated through the Ontario Public Order Hub model, is one such example. Formalizing, clarifying the mandate, and strengthening the governance of the Ontario Public Order Hub model will better support the coordination and mobilization of resources across Ontario jurisdictions and stands out as an approach that should continue to be strengthened. This Spotlight Report includes the IG's recommendations for several enhancements to Ontario's Public Order policing system that will serve the broader provincial interest.

Also, it is encouraging that boards and police services demonstrate a high degree of compliance with the inspected sections of the PSA and its regulations, up to the transition to the CSPA. The inspection did not reveal situations where current resources were unable to react within a reasonable amount of time. Although the factors to consider in defining what is a 'reasonable time' have evolved under the CSPA, this is an encouraging finding.

The CSPA and its regulatory requirements concerning public order maintenance now better position boards, police services and the IoP to assess the extent and manner to which policing services are meeting the needs of Ontario communities. This work appears to be underway, with services that have POUs actively reviewing their needs to increase complements to balance potential fatigue of current resources. At this time, it is recommended that all police services and boards expedite a review of their procedures and policies to ensure compliance with both CSPA and its regulations, all with a view to putting in place the necessary governance and operational direction to ensure the delivery of adequate and effective policing.

Beyond compliance with legislative and regulatory requirements, and as we have outlined in this report, there are several areas where boards and services must use data and trend analysis to ensure they are as prepared as possible to deliver adequate and effective policing locally. Whether a police service has its own POU, or relies on another service's POU, the dynamic nature of public order maintenance requires advanced planning and the necessary mechanisms in place to meet what is clearly an increasing

need for these resources. To this end, boards must also consider the specific financial needs associated with public order maintenance as part of their mandate to ensure adequate and effective policing is being delivered locally.

Given the IG's mandate to monitor the delivery of adequate and effective policing across the province, the IG and IoP will continue to pay attention to public order maintenance in Ontario. Through its continued activities, the IoP is committed to equipping police services and boards with evidence-based research and data to support their efforts in providing the best possible policing services to their communities.

The IoP looks forward to unlocking the improved performance that can come from the implementation of the specific recommendations made in this Spotlight Report.

Appendix A:

Comparison of Legislative Requirements for Public Order Maintenance

Prescribed requirements under **Police Services Act** vs **Community Safety and Policing Act**

Note: This is a high-level summary of the requirements only. For detailed information, please refer to the legislation.

	Police Services Act <i>(Repealed)</i> <u>Ontario Regulation</u> <u>3/99</u>	Community Safety and Policing Act <i>(In Force)</i> <u>Ontario Regulation</u> <u>392/23</u>
Responsibilities of the Board	Shall have a POU or have an agreement with another board/OPP for the service Shall establish a Policy	Shall have a POU or have an agreement with another board/OPP for the service Shall establish a Policy
Responsibilities of the Chief of Police / OPP Commissioner	Shall have establish Procedure: <ul style="list-style-type: none"> • Circumstances for deployment • Labour disputes Shall have Manual available for all members Ensure POU members have the appropriate skills, knowledge and abilities Must have skills development and learning plan for members of a POU	Shall establish Procedure: <ul style="list-style-type: none"> • For functions and responsibilities • Deployment of POU • Debriefing following deployment • Labour disputes • Protests, demonstrations & occupations Ensure training as per Ontario Regulation 87/24 and the Ontario Police College: <ul style="list-style-type: none"> • Public Order Operator • Public Order Section Lead • Public Order Commander Must have a skills development and learning plan for members of a POU as per Ontario Regulation 399/23

<p>Public Order Unit</p>	<p>Shall consist of a unit supervisor and at least four squads of seven officers, including the squad leader</p> <p>Must be able to be deployed in a reasonable time</p>	<p>At a minimum, a section of the unit consisting of at least 32 police officers, including a section leader, and a public order commander.</p> <p>Must be able to be deployed in a reasonable time, having regard to,</p> <ul style="list-style-type: none"> i. the policing needs of the community, ii. the geographic and socio-demographic characteristics of the police service's area of policing responsibility, iii. the total population and population density of the police service's area of policing responsibility, iv. the presence of critical infrastructure in the location where the POU is to be deployed, v. information about public order incidents in the police service's area of policing responsibility within at least the previous three years, including information about the scope and severity of the incidents, and vi. best practices in relation to response times for POU.
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Contact Us



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777 Bay Street, 7th Floor
Toronto, ON M5G 2C8



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Administration

Office of the Regional Clerk

1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7

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May 23, 2025

CL 8-2025, May 22, 2025
CL-C 31-2025, May 22, 2025

Deb Reid, Executive Director
Niagara Regional Police Service Board
5700 Valley Way
Niagara Falls, ON L2E 1X8

SENT ELECTRONICALLY

Niagara Regional Police Service Board Request for Operating Budget Amendment –
Homeland Security Investigations Border Enforcement Security Task Force
Secondment
CL-C 31-2025

Regional Council, at its meeting held on May 22, 2025, passed the following resolution:

That Memorandum CL-C 31-2025 dated May 22, 2025, respecting Niagara
Regional Police Service Board Request for Operating Budget Amendment -
Homeland Security Investigations Border Enforcement Security Task Force
Secondment, **BE RECEIVED**; and

That Regional Council **APPROVE** an operating budget amendment in the
amount of \$162,600.00 to temporarily fund a NRPS secondment to the
Homeland Security Investigations Border Enforcement Security Task Force for
the period of March 1 to December 31, 2025, to be funded by a transfer from the
Police Contingency Reserve Fund.

A copy of Memorandum CL-C 31-2025 is attached for your information.

Yours truly,



Ann-Marie Norio
Regional Clerk

:kl

CLK-C 2025-059

Memorandum

CL-C 31-2025

Subject: Niagara Regional Police Service Board Request for Operating Budget Amendment - Homeland Security Investigations Border Enforcement Security Task Force Secondment

Date: May 22, 2025

To: Regional Council

From: Ann-Marie Norio, Regional Clerk

On March 20, 2025, the Niagara Regional Police Service Board forwarded correspondence advising of the Board's approval of an operating budget amendment in the amount of \$162,600.00 to temporarily fund a NRPS secondment to the Homeland Security Investigations Border Enforcement Security Task Force for the period of March 1 to December 31, 2025, and requesting Council approval for this operating budget amendment to be funded by a transfer from the Police Contingency Reserve Fund.

Budget amendments require notice to be provided in accordance with Niagara Region's Public Notice Policy C-RC-005. The ten-day public notice requirement has been satisfied with a posting on the Niagara Region's website on May 8, 2025, for the proposed operating budget amendment.

If Council is supportive of the operating budget amendment, the following motion would be required:

That Regional Council **APPROVE** an operating budget amendment in the amount of \$162,600.00 to temporarily fund a NRPS secondment to the Homeland Security Investigations Border Enforcement Security Task Force for the period of March 1 to December 31, 2025, to be funded by a transfer from the Police Contingency Reserve Fund.

A copy of the Board report is attached (Appendix 1) for Council's information.

Respectfully submitted and signed by

Ann-Marie Norio
Regional Clerk

June 4, 2025

CL 8- 2025, May 22, 2025

DISTRIBUTION LIST

SENT ELECTRONICALLY

Motion Respecting Consolidated General Levy Rate

Regional Council, at its meeting held on May 22, 2025, passed the following motion:

Whereas, according to the Municipal Act, one of the responsibilities of Regional Council is to maintain the financial integrity of the municipality;

Whereas we are confronted with unprecedented economic and financial challenges;

Whereas the consolidated 2025 General Levy inclusive of ABCs, Capital Financing and Program Changes increased approximately \$46 million or 9.6% after assessment growth; and

Whereas the consolidated general levy inclusive of ABCs, Capital Financing and Program Changes in 2025, and previous years, has placed a heavy, unaffordable and an unsustainable tax burden on property taxes for both residents and local businesses.

NOW THEREFORE BE IT RESOLVED:

1. That the consolidated 2026 General Levy inclusive of ABCs, Capital Financing and Program Changes budget guidance **BE ESTABLISHED** at 3.5%;
2. That all regional departments **BE DIRECTED** to achieve this guidance rate;
3. That all Agencies, Boards and Commissions, **BE ADVISED** of this guidance rate; and
4. That staff **CREATE** an appendix outlining all decreases from the staff proposed budget along with a detailed explanation of the service cuts and staffing cuts required to achieve the budgetary savings.

Additional information regarding the motion has been provided to Regional Council in Memorandum BRC-C 1-2025 (attached), which is included on the agenda for the Budget Review Committee of the Whole meeting being held on June 5, 2025.

Yours truly,

A handwritten signature in black ink, appearing to read 'Ann-Marie'.

Ann-Marie Norio
Regional Clerk

:kl
CLK-C 2025-058

Distribution List:

Niagara Peninsula Conservation Authority
Niagara Regional Housing
Niagara Regional Police Service Board
Niagara Transit Commission

Memorandum

BRC-C 1-2025

Subject: 2026 Budget Update

Date: June 5, 2025

To: Budget Review Committee of the Whole

From: Melissa Raquion, Director/Deputy Treasurer, Financial Management & Planning

In follow up to the May 22, 2025, Budget Review Committee of the Whole,

1. Staff will continue the Phase 1 and Phase 2 budget processes while building the 2026 budget, acknowledging the 3.5% guidance from the Council, and addressing its implications in Phase 2 this fall.
2. Staff have interpreted this guidance to exclude the Rate – Water and Wastewater and the Special Levy – Waste Management.
3. Given the staff resources required to follow the Council guidance, the core services review will be postponed until Q4 of this year.
4. Staff have communicated to the ABCs the budget increase restrictions necessary for the Corporation to achieve the 3.5% guidance holistically.
5. The chart below illustrates the 2026 budget increases, calculated based on the 3.5% guidance applied to the 2025 approved budget for the regional departments, including other considerations, and ABCs.

	2025 Approved Budget	2026 Increase Allocation	% Change
Departments & Other Considerations	\$ 311,861,262	\$ 10,915,144	3.50%
NRPS	\$ 212,456,352	\$ 7,435,972	3.50%
NPCA	\$ 7,959,083	\$ 278,568	3.50%
Courts	\$ (99,454)	\$ -	0.00%
NRH	\$ 4,517,610	\$ 158,116	3.50%
ABC Budget	\$ 224,833,591	\$ 7,872,657	3.50%
Smart Growth & TIGS (Note 1)		\$ 8,603,227	1.60%
Consolidated Levy Budget	\$ 536,694,853	\$ 27,391,028	5.10%
Assessment Growth			-1.59%
Consolidated Levy Budget Less Assessment Growth	\$ 536,694,853	\$ 27,391,028	3.51%

Note 1: In accordance with the Budget Planning By-law, assessment growth is prioritized for Tax Increment Grants (TIGs), growth, capital, and Council strategic priorities. For the purposes of this table, Smart Growth and TIGs are shown separately as being offset by assessment growth.

Respectfully submitted and signed by

Melissa Raquion

Director/Deputy Treasurer, Financial Management & Planning

From: Karen Marazzo <kmarazzo@cmhaniagara.ca>
Sent: Wednesday, June 4, 2025 1:27 PM
To: Deb Reid <Deb.Reid@niagarapolice.ca>
Subject: Sponsorship Fulfillment Report

ATTENTION: This email originated from a sender outside of the NRPS. Please avoid clicking links or opening attachments from external senders unless you are certain it is safe to do so. BE CAREFUL - If you are unsure, please contact the Service Desk.

Dear Deb:

A note of thanks for the Niagara Regional Police Board's generous sponsorship of CMHA Niagara's "Wellness for All" event is on it's way.

In the meantime, if you can kindly share this Sponsorship Fulfillment Report with your board, it would be appreciated.

We hope that Pat, Nyarayi, Mario and Jeff enjoyed the evening and hope they will consider joining us again next year.

With much gratitude and appreciation,
Karen & Wellness for All Committee

Karen Marazzo She/Her
Communications & Revenue Development Coordinator

Canadian Mental Health Association, Niagara Branch 264 Welland Ave, Suite 103
St. Catharines ON L2R 2P8
Tel: 905-641-5222 ext 2644
Fax: 905-684-8314
cmhaniagara.ca



**Canadian Mental
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Mental health for all





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Sponsorship Fulfillment Report

2025



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THANK YOU FOR YOUR SPONSORSHIP

As the region's leading provider of adult mental health and addictions services, **CMHA Niagara**'s purpose is to strengthen mental wellness in the Niagara community.

We can't thank you enough for helping us to propel our mission forward, and for your generous support of our signature fundraising event, Wellness for All 2025.

By all accounts the May 8th event at The Ovation Ball Room was enjoyed by all. The new paddle party fundraising element was a hit, and we successfully raised awareness and funds to help our agency continue to provide timely access to urgent, preventative, and crisis intervention mental health services to those who turn to us for support.



Net Funds Raised (2025): \$20,488

- Sponsorship: **\$16,500**
- Personal Donations: **\$1,875**
- Raffle Ticket Proceeds: **\$1,450**
- Paddle party revenue: **\$6,173**
- T-shirt proceeds : **\$220**
- Registration Proceeds: **\$1,400**

Expenses: Speaker fee, advertising, venue food, gratuity, lottery license fee, purchase of tshirts and new auction paddles, complimentary seats, etc. **\$7,130**

Attendance:

168 audience members registered to attend the event, mainly comprised of men and women from across Niagara region and Southern Ontario.

Thank You Sponsors for your support

Your sponsorship demonstrates a commitment to social responsibility and the mental wellness of our community.

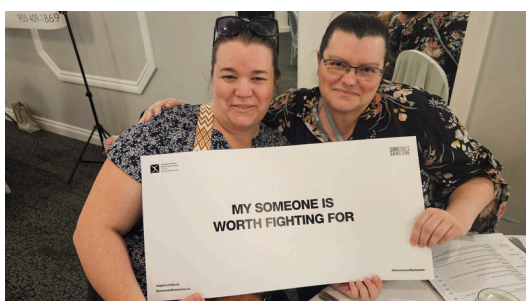
This partnership visibly showcases that you stand behind mental health awareness and support initiatives that create lasting positive change.



HAVER & BOECKER



NIAGARA



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<https://www.linkedin.com/company/cmhaniagara/?originalSubdomain=ca>

<https://twitter.com/cmhaniagara>

<https://bsky.app/profile/cmhaniagara.bsky.social>



Widespread media coverage offered logo exposure across Niagara including:

- CMHA Niagara website as news story and event, as well as all social media channels
- Zeffy Registration site
- Niagara This Week / City Spark/ Standard <https://hub.cityspark.com/event/finished/NiagaraTW?sub=3939339>
- Connecting Niagara: <https://www.connectingniagara.com/>
- 101.1/ 105 The River <https://www.101morefm.ca/events/>
- FACEBOOK Niagara Region Events <https://www.facebook.com/groups/1436098546645656/>
- CITY of ST Catharines User email kmarazzo@cmhaniagara.ca Pw Wellness#14 <https://events.stcatharines.ca/Community/Month>
- OUR TV/ Cogeco https://yourtv.tv/niagara/bulletin-board?event_type=176
- Giant FM <https://www.giantfm.com/community-events-2/>
- City of Thorold User email kmarazzo@cmhaniagara.ca Pw Wellness#14 [Calendar - City of Thorold](#)
- GNCC Calendar <https://gncc.ca/events/calendar/>

Interviews:

- Your TV Cogeco – executive director interviewed by Carrie Zeffiro in April
- 610 Radio – Executive director interviewed by Ruth Unrau in April

Onsite event marketing included:

- Print logo promotion in Wellness for All program
- Verbal recognition at podium
- Sponsorship logos on all table cards



Table 21



Donate



Ovation Ballroom WiFi password:
Ovation1234



Canadian Mental
Health Association
Niagara
Mental health for all



Grant Thornton



PenFinancial
Credit Union



HAVER & BOECKER



WMKL
WILLIAMSON MCKENZIE & COMPANY LLP

NIAGARA







TPH
PROUD PRINT SPONSOR

Marketing & Social Media Outreach 2025

DATE:	SOURCE:	INFO:
11-Feb-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	 <p>ombankagars</p> <p>Join us for a night of good food, good friends, and fundraising!</p> <p>Wellness for all Fundraiser</p> <p>Thursday, May 8, 2025</p> <p>6:30pm - 10:00pm</p> <p>Location: 1001 Spadina Road, Toronto</p> <p>Tickets: \$30</p> <p>ombankagars Thanks so much to all of our supporters for making this event possible. We are so grateful for your support and for helping us raise funds for our mental health programs. We will be back next year with a new theme and more exciting activities. Stay tuned for more updates.</p>
5-Feb-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	 <p>ombankagars</p> <p>Doane Grant-Thomson Foundation</p> <p>Proud Corporate Sponsor of OMHA Niagara's 34th Annual</p> <p>Wellness for all Paddle Party Fundraiser</p> <p>Thursday, May 8, 2025</p> <p>6:30pm - 10:00pm</p> <p>Location: 1001 Spadina Road, Toronto</p> <p>Tickets: \$30</p> <p>ombankagars Thanks so much for the support of this fundraiser. We are so grateful for your support and for helping us raise funds for our mental health programs. We will be back next year with a new theme and more exciting activities. Stay tuned for more updates.</p>
7-Mar-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	 <p>ombankagars</p> <p>Wellness for all Paddle Party Fundraiser</p> <p>Thursday, May 8, 2025</p> <p>6:30pm - 10:00pm</p> <p>Location: 1001 Spadina Road, Toronto</p> <p>Tickets: \$30</p> <p>ombankagars Thanks so much for the support of this fundraiser. We are so grateful for your support and for helping us raise funds for our mental health programs. We will be back next year with a new theme and more exciting activities. Stay tuned for more updates.</p>
14-Mar-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	 <p>ombankagars</p> <p>Wellness for all Fundraiser & Paddle Party</p> <p>Thursday, May 8, 2025</p> <p>6:30pm - 10:00pm</p> <p>Location: 1001 Spadina Road, Toronto</p> <p>Tickets: \$30</p> <p>ombankagars Thanks so much for the support of this fundraiser. We are so grateful for your support and for helping us raise funds for our mental health programs. We will be back next year with a new theme and more exciting activities. Stay tuned for more updates.</p>

21-Mar-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	
25-Mar-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	
30-Mar-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	
4-Apr-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	

8-Apr-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	
11-Apr-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	
15-Apr-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	
23-Apr-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	

25-Apr-2025	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	
28-Apr-2025	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	
29-Apr-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	
1-May-25	INSTAGRAM FACEBOOK LINKEDIN BLUESKY X	



Ontario
Association of
Police Service
Boards

Deb Reid
Regional Municipality of Niagara Police Service Board
5700 Valley Way
Niagara Falls, Ontario L2E 1X8

June 16, 2025

Dear Deb,

On behalf of the **Ontario Association of Police Service Boards (OAPSB)**, it is our sincere pleasure to thank you for sponsoring the 2025 Spring Conference and AGM. Your partnership is appreciated and valued.

This year's conference was a great success. We had an excellent agenda, a great group of speakers and many generous supporters. Perhaps the greatest value was in the discussion and questions that were raised as we collectively worked through some important and timely issues related to our evolving governance roles. Together we shared information and different perspectives and learned from each other. We have some great momentum that we need to continue to build on. We can and will accomplish more together.

Your sponsorship contribution was used to:

- Help keep costs as low as possible for Members to attend the Spring Conference
- Offset the expenses related to delivering the event
- Support the marketing and outreach required to inform and communicate with members
- Compensation for speakers and entertainment
- Deliver upgrades to our education & training to membership

We thank you so much for providing your partnership and hope you will return in 2026!

Sincerely,

Lisa Darling
Executive Director

CC Alan Boughton
Chair, Ontario Association of Police Service Boards
PO Box 43058 London RPO Highland ON N6J 0A7

CC Holly Doty
Ontario Association of Police Service Boards
PO Box 43058 London RPO Highland ON N6J 0A7
T: 1-800-831-7727 | C: 519-636-7707



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Collection, Preservation and Control of Evidence and Property - January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-05-28

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 469-2024 – Collection, Preservation and Control of Evidence and Property.
- By-Law 469-2024 contains provisions requiring the Chief of Police to report specific information in order to ensure compliance with legislative guidelines.
- This report is submitted to provide the Board with the necessary and required information pursuant to the operation of the Evidence Management Unit (EMU).

Financial Considerations

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

Analysis

In accordance with By-Law 469-2024, the Chief shall make a written report to the Board on or before August 30 of each year in respect of Collection, Preservation and Control of Evidence and Property. The report shall include:

- a) a summary of the written procedures concerning the collection, preservation and control of property and evidence;
- b) confirmation that the written procedures comply with Appendix A and Section 238 of the Community Safety and Policing Act (CSPA);
- c) the status of Service compliance with the said procedures; and
- d) the result of the annual audit of the property and evidence held by the police service.

This Board report will outline each of the above and confirm our compliance with the By-Law:

- a) *“...a summary of the written procedures concerning the collection, preservation and control of property and evidence...”*

General Order (GO) 035.13 – Evidence and Property Management, details the procedures that Service members shall adhere to when seizing or receiving evidence and/or property. Additionally, the order establishes timelines for the retention, return, and disposal of property and evidence handled by the Service.

The GO adequately addresses the procedures concerning the collection, preservation and control of property and evidence. Detailed information and instructions can be easily found on the following topics:

- Section 1.0 states the policy of the Service regarding the management, storage, and disposition of personal property, money, drugs, and firearms, which come into the possession of the Service.
- Section 2.0 provides definitions of the terms used within the GO.
- Section 3.0 provides the procedures to be followed by various members in various circumstances including, but not limited to:
 - Seizure Authorities;
 - Report to Justice;
 - District Locker Management System;
 - Authorities of Evidence Management Clerks;
 - Procedures for Evidence Management Clerks;
 - Duties of the EMU Supervisor; and
 - Interaction between the EMU and the Finance Unit.

Additionally, GO 121.12 – Forensic Services Unit (FSU), details the duties and responsibilities of Service members relative to investigations involving the collection and preservation of physical evidence.

This GO specifically addresses the following topics:

- Section 3.1 outlines the mandate of the FSU as it relates to the collection and preservation of physical evidence.
 - Sections 3.10 to 3.17 detail the procedure for exhibit continuity with respect to evidence handled within the FSU. It also addresses exhibit submission to the Centre of Forensic Sciences for examination, ensuring that the chain of continuity is maintained and recorded.
- b) *“...confirmation that the written procedures comply with Appendix A and Section 258 of the CSPA...”*

All items claimed by the rightful owner within the allotted three months are returned and the Service does not charge a storage fee. The Service utilizes Police Auctions Canada, an on-line auction company, to dispose of unclaimed property described in this section.

All monies generated by the sale of auction items are split 50/50 between Police Auctions Canada and the Service. Detailed lists are provided by Police Auctions Canada indicating sale price and personal information of the purchaser. The cheque provided by Police Auctions Canada is immediately forwarded to the Finance Unit.

c) *“...the status of Service compliance with the said procedures...”*

The method of property and evidence collection, preservation and control employed by the Service complies with requirements as detailed in O. Reg. 392/23 Adequate and Effective Policing (General). Evidence and property storage practices are addressed in GO 035.13 and GO 121.12. The Service has evidence-storage facilities located at Headquarters and 3 District (Welland), where evidence and property are securely housed in climate-controlled storage areas that have restricted access.

To comply with O. Reg. 392/23 Adequate and Effective Policing (General), the Service adopted an evidence management model that incorporated the centralization of operations. By centralizing evidence storage operations, the Service is in compliance with this regulation.

d) *“...the result of the annual audit of the property and evidence held by the police service...”*

The EMU bears responsibility for oversight and control of the Service's evidence/property inventory. As such, the EMU conducts monthly stocktaking and quality assurance checks of the Service's evidence/property, drug, cash, and firearm inventories. The stocktaking and quality assurance checks are conducted by the EMU supervisor and the results are held by the EMU for disclosure, as required.

Monthly quality assurance checks of the evidence/property inventory ensure that handling, processing, and storage practices comply with Service policy. Throughout 2024, quality assurance checks were conducted in each branch of the EMU. All items in the Service's possession were accounted for and no irregularities were discovered.

The International Association for Property and Evidence (IAPE) is a non-profit organization created by, and for, law enforcement professionals to help establish recommended standards for all property and evidence departments.

The IAPE inspects EMUs with the intent of bringing their policies and procedures to the highest industry standards available resulting in accreditation.

In June 2020, the Service became the first police service in Canada to receive IAPE accreditation, as the following steps were completed:

- All EMU clerks and the supervisor have been trained to IAPE standards;
- GO 035.13 has been approved and brings the EMU to IAPE operational standards;
- An Evidence Submission Manual has been written and distributed, thus providing officers with a user-friendly tool for evidence submissions that meets IAPE standards;

- Police Auctions Canada continued as the accountable vendor for mandated property disposal. This contract has maintained tighter controls, thus meeting IAPE standards;
- The EMU continued mandated destruction of evidence on-site invoking stricter controls, thus meeting IAPE standards; and
- The ongoing reorganization, purge, and inventory of existing property resulted in a ratio nearing the desired “one item in, one item out” standard.

In December 2024, the Service was once again accredited by the IAPE after a thorough audit and inspection process. The accreditation period is valid until December 2027.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of the Board By-Laws and to maintain compliance with O. Reg. 392/23 Adequate and Effective Policing (General).

Relevant Policy Considerations

- Board By-Law No. 469-2024 - Collection, Preservation and Control of Evidence and Property
- O. Reg. 392/23: Adequate and Effective Policing (General)
- GO 035.13 - Evidence and Property Management
- GO 121.12 - Forensic Services Unit

Other Pertinent Reports

8.4 - 2024.06.27 Annual Report - Collection, Preservation and Control of Evidence and Property

*This report was prepared by Bruce Mair, Sergeant, Evidence Management Unit.
Reviewed by Sandy Staniforth Superintendent Operational Support and Projects.
Recommended by Luigi Greco, Deputy Chief, Support Services.*



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Emergency Planning
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-06-03

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with Board By-Law 476-2024 – Emergency Planning.
- The Chief is required to make an annual written report to the Board with respect to Emergency Planning.
- This report provides a summary of the procedures required by this By-Law and the status of Service compliance with the said procedures.

Financial Considerations

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

Analysis

In accordance with By-Law 476-2024, the Chief shall make a written report to the Board on or before August 30 of each year in respect of the Emergency Plan. The report shall include:

- a) a summary of the Emergency Plan; and
- b) the status of Service compliance with the said Plan.

This Board Report will outline each of the above and confirm our compliance with the By-Law.

a) *“...a summary of the Emergency Plan...”*

The Service has participated with the Regional Municipality of Niagara (RMON) Public Health Department (Public Safety Division), in the development of a Regional Emergency Management Plan. That Plan, in conjunction with supporting documents, serves to outline basic responsibilities of the Service and other agencies during an emergency.

Section 26(2) of Ontario Regulation 3/99 Adequacy and Effectiveness of Police Services, permits the Chief of Police to adopt a municipality's Emergency Plan as the Emergency Plan of the police service, provided that the Plan addresses the roles and duties of the police service during an emergency and the procedures to be followed by members of the police service during an emergency.

In 2014, the Service developed a police specific Emergency Plan that better reflected the requirements of Emergency Response Guideline #008 (Emergency Planning) described within Adequacy and Effective Policing. That Plan is cross-referenced to Plans held by the RMON, as well as Service policies that direct police responses during emergencies. Further, the Plan has been developed to reflect our adoption of the provincially based Incident Management System as introduced by the Office of the Fire Marshal and Emergency Management.

That Plan was approved by the Chief of Police on March 24, 2014. An electronic version of the Plan is available to all members on IRIS (Service members' intranet information portal). In January 2020, the Emergency Plan was reviewed and updated to reflect minor changes to relevant general orders that are cross-referenced in the Plan.

b) *“...the status of Service compliance with the said Plan...”*

With the development of a police specific Emergency Plan, complemented by Emergency Plans held by the RMON, general orders, participation in joint training exercises, and the provision of ongoing consultation, the Service complies with the requirements of Adequacy and Effective Policing, as well as the procedures outlined within Section 4 of Board By-Law 476-2024.

In addition, the Service, the RMON Public Health Department (Public Safety Division), municipal fire services from across the Region, and Niagara Health have long partnered to form the Chemical, Biological, Radiological, Nuclear, and Explosives Response Team (CBRNE Niagara). The Service is represented on this committee by the Emergency Management and Planning Inspector, Emergency Operations Inspector, and the Staff Sergeant of Emergency Services. Other members of Emergency Services and the Explosives Disposal Unit also serve on a consultative basis to this committee.

The Emergency Management and Planning Inspector also represents the Service on the Regional Emergency Management Program Committee. This group ensures that

open lines of communication and a collaborative approach to Emergency Planning is maintained across all departments.

In May and October of 2024, the Service conducted their spring and fall Critical Incident Command training/exercises involving members of the Emergency Task Unit (ETU), Tactical Support Group (TSG), Crisis Negotiators, Scribes, Critical Incident Commanders, and members of Niagara Emergency Medical Services (NEMS) – Tactical Medic Program.

In May of 2024, the Service participated in a full-scale 'active shooter' training exercise at Table Rock in Niagara Falls that involved members of the ETU, TSG, Crisis Negotiators, Scribes, Critical Incident Commanders, Niagara Parks Police, and members of NEMS – Tactical Medic Program.

In May of 2024, ETU participated with NEMS – Tactical Medic Program for 2 days of exercises to train newly appointed Tactical Emergency Medical Services members at the Winona Military Base.

In September of 2024, ETU members attended the Great Wolf Lodge in Niagara Falls to assist with observing and provided guidance/recommendations while they exercised their lockdown protocols. As a part of the training, ETU members participated in 'Immediate Rapid Deployment' scenarios at the hotel.

In December of 2024, the Service both hosted and participated in a full-scale exercise in conjunction with Via Rail and Amtrack TTX. The full-day exercise involved members from Via Rail, Amtrack TTX, Canadian Border Services Agency, Ontario Provincial Police, Niagara Falls Fire Department, Emergency Medical Services, and various US law enforcement partners. The exercise tested various high-risk scenarios involving cross border threats relevant to the international rail system.

The Emergency Management and Planning Inspector, along with the Emergency Services Superintendent, also participate in regular meetings with the Regional Community Emergency Management Coordinators (CEMCs). This group is comprised of the CEMCs from each municipality (fire chiefs), as well as the Regional CEMC. Also participating with this group are representatives from Niagara Health and NEMS.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with the Adequacy and Effective Policing requirements.

Relevant Policy Consideration

Board By-Law 476-2024 – Emergency Planning
Community Safety and Policing Act – Section 26, O. Reg. 3/99
Adequate and Effective Policing, ER-008 - Emergency Planning

Other Pertinent Reports

8.8 – 2024.07.25 – Annual Report – Emergency Planning – January 1 to December 31, 2023.

This report was prepared by Jesse Miller, Inspector, Emergency Management and Planning and reviewed by Darrin Forbes, Superintendent, Emergency Services. Recommended by Todd Waselovich, Deputy Chief, Operational Services.



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Internal Task Forces
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-05-20

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 450-2024 – Internal Task Forces.
- The Chief is required to make a written annual report to the Board with respect to Internal Task Forces.
- This report provides information to the Board for review and consideration of information relating to the Service's response to Internal Task Forces.

Financial Considerations

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

Analysis

In accordance with By-Law 450-2024, the Chief shall make an annual report to the Board before August 30 of each year in respect of Internal Task Forces. This report shall contain:

- a) the number of completed Internal Task Forces established within the Service;
- b) the cost to the Service of the Internal Task Forces, including personnel costs; and
- c) whether or not the Internal Task Force obtained its performance objectives.

There were no Internal Task Forces for the reporting period; therefore, there are also no costs or performance objectives to report to the Board.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with the Adequate and Effective Policing requirements.

Relevant Policy Considerations

Board By-Law 450-2024 – Internal Task Forces
Adequate and Effective Policing LE-009 and LE-010
General Order 145.09 – Investigative Task Force Protocols

Other Pertinent Reports

8.7 - 2024.06.27 – Annual Report – Internal Task Forces – January 1 to December 31, 2023.

This report was prepared by Andrew Knevel, Staff Sergeant, Major Crime Unit; reviewed by Mike Tripp, Inspector, Major Crime and Dave Masotti, Superintendent, Investigative Services. Recommended by Mario Lagrotteria, Deputy Chief, Community Services.



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Ontario Sex Offender Registry
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-05-21

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 453-2024 – Ontario Sex Offender Registry (OSOR).
- By-Law 453-2024 contains provisions requiring the Chief of Police to report specific information in order to ensure compliance with the legislative guidelines.
- This report is submitted to provide the Board with the necessary and required information pursuant to the operation of the OSOR.

Financial Considerations

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

Analysis

In accordance with By-Law 453-2024, the Chief shall make a written report to the Board on or before August 30 of each year in respect of the OSOR. The report shall include:

- a) A summary of the written procedures regarding the Ontario Sex Offender Registry;
- b) The status of Service compliance with said procedures; and
- c) Confirmation that members have been trained with respect to the Ontario Sex Offender Registry, consistent with the role and responsibilities assigned to them, and with respect to the federal legislation for the purposes of managing the sex offenders in their jurisdiction.

The following is a detailed response to each of the above-noted requirements:

- a) *"...a summary of the written procedures regarding the Ontario Sex Offender Registry..."*

General Order (GO) 178.09 - Ontario Sex Offender Registry (OSOR) was created in response to Adequate and Effective Policing LE-046 and Board By-Law 453-2024. The GO clearly defines the purpose, policy, procedures, and duties of the Local Registrar, in relation to the operation of the OSOR.

GO 178.09 was reviewed in 2021 and is currently scheduled to be re-evaluated.

- b) *"...the status of Service compliance with said procedures..."*

The duties of the OSOR Local Registrar for the Niagara Region are completed by a detective assigned to the Service's Offender Management Unit (OMU).

The Service meets the requirements under Adequate and Effective Policing LE-046, OSOR, and Board By-Law 453-2024.

Currently, the Service has an offender compliance rate of 98.2%. Investigations and arrest warrants have been initiated on the 1.8% of outstanding non-compliant offenders.

- c) *"...confirmation that members have been trained with respect to the Ontario Sex Offender Registry, consistent with the role and responsibilities assigned to them, and with respect to the federal legislation for the purposes of managing the sex offenders in their jurisdiction..."*

The detective constables of the OMU are designated as the Sex Offender Registrars for the Service and have attended all training in relation to the operation of the OSOR and the National Sex Offender Registry. They possess the required knowledge, skills, and abilities to perform the duties of the Local Registrar.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with Adequate and Effective Policing requirements.

Relevant Policy Considerations

Board By-Law 453-2024 - Ontario Sex Offender Registry
GO 178.09 - Ontario Sex Offender Registry (OSOR)

Other Pertinent Reports

8.10 - 2024.06.27– Annual Report – Ontario Sex Offender Registry – January 1 to December 31, 2023.

This report was prepared by Chris Balkou, Detective Constable, Offender Management/Human Trafficking Unit, in consultation Tara Ryan, Detective Sergeant, Offender Management/Human Trafficking Unit, and Martin Cook, Staff Sergeant, Special Victims Unit. Reviewed by Chris Lemaich, Inspector, Investigative Support and Dave Masotti, Superintendent, Investigative Services. Recommended by Mario Lagrotteria, Deputy Chief, Community Services.



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Police Response to High-Risk Individuals
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-05-28

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with By-Law 489-2024 – Police Response to High-Risk Individuals.
- By-Law 489-2024 contains provisions requiring the Chief of Police to report specific information in relation to legislative guidelines.
- This report is submitted to provide the Board with the necessary and required information pursuant to the operation of the Police Response to High-Risk Individuals.

Financial Considerations

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

Analysis

In accordance with By-Law 489-2024, the Chief shall make a written report to the Board on or before August 30 of each year in respect of police response to high-risk individuals. The report shall include:

- a) a summary of the written procedures regarding police response to high-risk individuals;
- b) the status of Service compliance with the said procedures; and
- c) confirmation that members have been trained in accordance with section 4.4.

The following is a detailed response to each of the above-noted requirements:

- a) *“...a summary of the written procedures regarding police response to high-risk individuals...”*

The Service has an Offender Management Protocol (Protocol) with Correctional Services Canada, the Ministry of the Solicitor General (SOLGEN) – Community Services (formerly known as the Ministry of Community Safety and Correctional Services – Probation and Parole), and SOLGEN – Niagara Detention Centre (formerly known as Ministry of Community Safety and Correctional Services – Niagara Detention Centre).

The Protocol is a community driven document that outlines how our community will make a coordinated effort to effectively manage persons in, or returning to the community, who pose a threat to the safety of the community.

In addition to presenting clearly defined roles and responsibilities for all service providers, the Protocol delineates the approach and agreed upon principles. This results in a consistent, comprehensive, and knowledgeable response from the above-mentioned services within our community. The Protocol was updated by the partner agencies in 2018 and signed in 2019.

General Order (GO) 190.06 – Police Response to High-Risk Individuals was created in response to Adequate and Effective Policing regulation LE-047 and Board By-Law 489-2024. This GO clearly defines the purpose, policy, procedures, and duties of the Local Registrar in relation to the operation of the Sex Offender Registry. GO 190.06 was reviewed in 2021 and is currently scheduled to be re-evaluated.

- b) *“...the status of Service compliance with said procedures...”*

The Offender Management Unit (OMU) has met the standards required under Adequate and Effective Policing regulation LE-047 – Police Response to High-Risk Individuals and Board By-Law 489-2024. The OMU continues to work in partnership with the appropriate community and government agencies and ensures a co-ordinated and effective strategy in response to high-risk individuals.

In addition to working in partnerships, the OMU has made applications under sections 810.1 and 810.2 of the Criminal Code of Canada (CCC), in response to persons who were high risk to offend and are currently residing in the community without any form of supervision. These applications resulted in court-ordered restrictions that ensure these individuals are monitored within the community. As required, the Community Notification and Advisory Committee meets to make appropriate recommendations to the Chief of Police, to inform the public of individuals in the community who have been deemed to be at a high risk to reoffend.

-
- c) *“...confirmation that members have been trained in accordance with Section 4.4...”*

The investigators assigned to the OMU have attended training in relation to applications under Sections 810.1 and 810.2 of the CCC. Further, a designated investigator within the OMU receives ongoing training and continues to support uniform and other investigative units.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with Adequate and Effective Policing requirements.

Relevant Policy Considerations

Board By-Law 489-2024 – Police Response to High-Risk Individuals
GO 190.06 – Police Response to High-Risk Individuals

Other Pertinent Reports

8.11 – 2024.06.27 – Annual Report – Police Response to High-Risk Individuals – January 1 to December 31, 2023.

This report was prepared by Chris Balkou, Detective Constable, Offender Management/Human Trafficking Unit, in consultation Tara Ryan, Detective Sergeant, Offender Management/Human Trafficking Unit and Martin Cook, Staff Sergeant, Special Victims Unit. Reviewed by Chris Lemaich, Inspector, Investigative Support and Dave Masotti, Superintendent, Investigative Services. Recommended by Mario Lagrotteria, Deputy Chief, Community Services.



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Safe Storage of Police Service Firearms
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-05-23

Recommendation(s)

That the Niagara Police Service Board (Board) receives this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with Board By-Law 497-2024 – Safe Storage of Police Service Firearms.
- The Chief is required to make an annual written report to the Board with respect to safe storage of police service firearms.
- This report sets out a summary of procedures required by this By-Law and the status of Service compliance with those procedures.

Financial Considerations

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

Analysis

In accordance with By-Law 497-2024, the Chief shall develop procedures and processes relating to the safe storage of police service firearms and shall make a written report to the Board on or before August 30 of each year with respect to specific information. The report shall contain:

- a) a summary of the written procedures relating to the safe storage of police service firearms;
- b) the status of Service compliance with the said procedures; and
- c) confirmation that members have been trained in accordance with section 4.2.

The following is a detailed response to each of the above noted requirements:

- a) a summary of the written procedures relating to the safe storage of police service firearms;

The written procedures set forth by the Service relating to the safe storage of police service firearms are reflected within section 3.35(e) of General Order 053.26 entitled "Use of Force". The section states that members shall store their firearms in accordance with provincial and federal legislation. It provides details on storage procedures of Service firearms within a secure police facility, a private residence, or location other than a police facility. These storage protocols adhere to the provisions of the Ontario Policing Standards Manual AI-009, "Safe Storage of Police Service Firearms".

- b) the status of Service compliance with the said procedures;

At the time of this report, it was determined that there have not been any contraventions to General Order 053.26 section 3.35(e), with respect to the safe storage of police service firearms during the reporting period of January 1, 2024 to and including December 31, 2024.

- c) confirmation that members have been trained in accordance with section 4.2.

Section 4.2.1 of the By-Law specifically states: "The Chief shall ensure that members receive the appropriate training in relation to firearms safety and that members have the requisite knowledge, skills, and abilities to perform this function."

Section 3.35(d)(i) of General Order 053.26, entitled "Use of Force" indicates that annual use of force refresher training includes an academic component that reviews use of force related legislation, reporting requirements, principles of firearms safety and safe storage and security practices. Members who have not completed use of force training must surrender their use of force equipment. This includes their issued firearm.

In 2024, a firearms academic lesson plan which addresses the above requirements was developed and delivered during annual In-Service Training (IST) starting in September 2023 and ending in June 2024. A subsequent session of annual IST starting in September 2024 and running for the remainder of 2024 facilitated this training to members issued Service firearms.

The Service is compliant the provisions of section 4.2 of By-Law 497-2024.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

This report is for information purposes and has no immediate strategic priorities.

Relevant Policy Considerations

- Board By-Law 497-2024 – Safe Storage of Police Service Firearms
- Provincial Adequacy Standard AI-009
- General Order 053.26, "Use of Force"

Other Pertinent Reports

8.13 - 2024.07.25 – Annual Report - Safe Storage of Police Service Firearms – January 1 to December 31, 2023

This report was prepared by Staff Sergeant Mike Casella, Training Unit in consultation, Inspector Steve Magistrale, Professional Development and reviewed by Superintendent Paul Koscinski, Executive Services. Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Search and Seizure
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-05-21

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with Board By-Law 458-2024 – Search and Seizure.
- The Chief is required to make a written annual report to the Board with respect to search and seizure.
- This report is submitted to provide the Board with the necessary and required information with respect to search and seizure procedures.

Financial Considerations

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

Analysis

In accordance with Board By-Law 458-2024, the Chief shall make a written report to the Board on or before August 30 of each year with respect to search and seizure. The report shall include:

- a) a summary of the written procedures regarding search and seizure; and
- b) confirmation of compliance with the procedures regarding search and seizure.

The following is a detailed response to each of the above-noted requirements:

a) *“...a summary of the written procedures regarding search and seizure...”*

Written procedures regarding search and seizure are found in the Service’s General Orders (GOs):

- GO – 018.21 – Persons in Custody
- GO – 035.13 – Evidence and Property Management
- GO – 053.26 – Use of Force
- GO – 059.06 – Diplomatic and Consular Immunity
- GO – 061.11 – Impaired Driving Offences
- GO – 075.11 – Scenes of Crime Officer
- GO – 079.10 – Special Investigations Unit
- GO – 095.10 – Major Incidents and Routine Criminal Investigations
- GO – 100.10 – Powers of Arrest
- GO – 103.13 – Infection Prevention and Control
- GO – 110.08 – Proceeds of Crime and Offence Related Property
- GO – 114.13 – Domestic/Family Violence
- GO – 117.11 – Search and Seizure
- GO – 121.12 – Forensic Services Unit
- GO – 150.07 – Civil Disturbances and Mass Arrests
- GO – 167.08 – Mentally Ill Persons
- GO – 169.08 – Internet Child Exploitation Investigations
- GO – 175.06 – Firearms - Investigations/Seizure/Property/Maintenance
- GO – 185.08 – Court Security
- GO – 192.05 – Electronic Crime Investigations
- GO – 199.04 – Grow Operations and Clandestine Labs
- GO – 208.06 – Drug Related Offences
- GO – 236.03 – Intoxicated Persons

The above-noted GOs detail the responsibilities of officers when conducting searches of persons or premises in virtually all conceivable situations. They were prepared and approved to comply with Adequate and Effective Policing requirements. Considerable effort has been dedicated to ensuring that these GOs reflect current legislative and case law authorities. The GOs are reviewed and amended as deemed necessary.

b) *“...confirmation of compliance with the procedures regarding search and seizure...”*

Searches of persons and premises are done on an almost daily basis by police officers with and without prior judicial authorization. Since most of these searches are linked to criminal investigations that may escalate to criminal charges, one method of confirming compliance with the procedures relating to search and seizures is through judicial

review. Although there is no formal data collection process in relation to this review, the merits of any matter before the courts involving the search and seizure of persons or premises form the basis of the eventual outcome, which may give rise to positive or constructive feedback to the officer(s). Furthermore, plea agreements are occasionally entered into between the Crown Attorney and Defense Counsel in the resolution of criminal matters; whereby, police searches may have been challenged in the court process, making it less likely that potential issues with search and seizures become common knowledge.

The success achieved in matters relating to search and seizures can, in part, be attributed to the ongoing emphasis on the topic in police-related training programs. The issue of search, in particular search of persons and/or premises either by judicial authorization or incident to arrest, is always an issue for review in training courses offered by the Ontario Police College, the Canadian Police College, and the Service's Training Unit. As such, in order to maintain the established legal guidelines for police officers to follow during search incidents, such courses as Criminal Investigators Training, Ontario Major Case Management, Search Warrant Course, and Advanced Patrol Training offer, as part of the required curriculum, reviews on the issues of search and seizures, and the judicial authorities associated to them.

In addition, the Ontario Police Video Training Alliance offers the following training videos that cover the legal aspects of search and seizure:

- Volume 094 "Vehicle Search Authorities" – September 2006
- Volume 116 "Building Searches" – July 2009
- Volume 118 "Foundations of Warrantless Search" – January 2010
- Volume 122 "Head to Toe – Search of Persons" – August 2010
- Volume 123 "Firearms Seizures" – August 2010
- Volume 137 "Investigative Detention" – June 2013
- Volume 141 "Credibility and Reliability on the Stand" – May 2014
- Volume 148 "Articulation – Investigative Detention" – April 2015
- Volume 150 "NRPS Justice Panel" – May 2015
- Volume 160 "Vehicle Inventory Searches" – June 2017

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of the Board By-Laws and to maintain compliance with Adequacy and Effective Policing requirements.

Relevant Policy Considerations

Board By-Law 458-2024 - Search and Seizure
GOs listed above under the "Analysis" heading

Other Pertinent Reports

8.14 - 2024.06.27 – Annual Report – Search and Seizure – January 1 to December 31, 2023.

This report was prepared by Andrew Knevel, Staff Sergeant, Major Crime Unit; reviewed by Mike Tripp, Inspector, Major Crime and Dave Masotti, Superintendent, Investigative Services. Recommended by Mario Lagrotteria, Deputy Chief, Community Services.



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report - Secure Holsters - January 1 to December 31, 2024
Report To: Chair and Members, Niagara Police Service Board
Report Date: 2025-05-27

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (NRPS) is in compliance with Board By-Law 498-2024 – Secure Holsters.
- The Chief is required to make an annual written report to the Board with respect to Secure Holsters.
- This report sets out a summary of procedures required by this By-Law and the status of Service compliance with those procedures.

Financial Considerations

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

Analysis

In accordance with By-Law 498-2024, the Chief shall make a written report to the Board on or before August 30 of each year with respect to the secure holster equipment for police service firearms. The report shall contain:

- a) a summary of the written procedures relating to secure holster equipment for police service firearms;
- b) the status of Service compliance with the said procedures; and
- c) confirmation that members have been trained in accordance with section 4.2.

The following is a detailed response to each of the above noted requirements:

- a) a summary of the written procedures relating to secure holster equipment for police service firearms;

The NRPS General Order 053.26 “Use of Force” section 3.51 adequately addresses the provision, use and function of secure holster equipment.

In preparing the written guidelines, the Service considered the following legislations:

- Community Safety and Policing Act (CSPA) - Ontario Regulation 391/23 – Use of Force and Weapons
- CSPA - Ontario Regulation 90/24: General Matters Under the Authority of the Minister
- CSPA – Ontario Regulation 392/23: Adequate and Effective Policing (General)
- The Occupational Health and Safety Act, R.S.O.1990

The specifics of the written direction are as follows:

- (a) All police officers, whether assigned to uniform or plainclothes duties, shall be issued with and receive appropriate training on the use of a secure holster that is designed to meet the needs of their particular assignment, in compliance with the requirements of the Policing Standards Manual;
- (b) Police officers issued with a secure holster shall:
 - i) Use the holster in accordance with the manufacturer’s instructions and the prescribed training;
 - ii) Maintain and care for the holster in accordance with the manufacturer’s instructions and prescribed training;
 - iii) Regularly inspect their issued secure holster for damage or defect; and
 - iv) Immediately report to their supervisor the absence of, or defect detected in any article of equipment or protective device issued to them, including their secure holster.
- (c) All officers, while wearing their issued uniform duty belt with a secure holster, shall wear the four issued duty belt keepers. One shall be positioned directly in front of the secure holster and one directly to the rear of the secure holster.
- (d) Upon being made aware of the absence of, or defect detected in any article of equipment or protective device issued to a member under their command, a supervisor shall cause an investigation into the matter if appropriate and arrange

for the absent or defective equipment to be replaced without delay (unless there is cause not to replace the equipment);

- (e) In accordance with the provisions of the Occupational Health and Safety Act, supervisors shall ensure that members under their command properly use and care for issued secure holsters. To accomplish this, supervisors shall routinely examine holsters during line inspections or other suitable opportunities and reinforce the requirement for members to maintain and care for this equipment as outlined in this General Order;
- (f) During annual use of force refresher training, secure holsters shall be examined for defects in compliance with the Policing Standards Manual, by members holding a designation from the province as a "Use of Force Trainer." Any defects discovered will be addressed in accordance with this section.

In addition, General Order 048.08 entitled "Uniform and Equipment Supply" Section 3.8 - Inspection of articles of uniform and equipment:

"Supervisors shall inspect articles of uniform and equipment issued to members, ensuring that the articles are serviceable".

- b) the status of Service compliance with the said procedures;

The Chief of Police has established an "Equipment Committee" comprised of representatives from the general membership, Quartermaster Stores, Niagara Region Police Association, Senior Officer Association, and representation from the Training Unit. This committee endorsed the acquisition of the secure holster manufactured by Safariland. The Safariland model ALS 6360 level 3 secure holster meets the needs of the Service and complies with the Adequacy Standards AI-014. Ministry accredited "Use of Force" trainers working within the Training Unit evaluated the ALS 6360 holster and deemed it to be suitable for Service members. In addition, a low-profile version identified as Safariland model ALS 6377 was acquired for use in plain clothes deployment and specialty units.

- c) confirmation that members have been trained in accordance with section 4.2.

The responsibility of ensuring that all members are properly trained in the use, care, and function of the secure holster rests with the members of the training unit. The members of the training unit who facilitate firearms and holster training are ministry accredited use of force trainers as required by the adequacy standards.

The secure holster training begins with new recruits. Prior to attending the Ontario Police College (OPC), the recruits are trained on proper fitting, use and maintenance of their Safariland 6360 level 3 and 6377 ALS level 2 police duty holsters. They are also

issued the Safariland Owner's Manual for the said holster. An entire 90-minute period is devoted to belt equipment and holster fitting. Recruits also receive an additional 10 hours of pistol training during, which they receive instruction on the use, function and limitations of the issued Safariland holsters. Recruits are also provided with a molded plastic Glock 22 training pistol to practice holster functions.

Firearms facilitators at the OPC ensure that secure holster and firearms training are reinforced over 13 weeks of Basic Constable Training. Successful completion of firearms and defensive tactics training under supervision of qualified use of force facilitators at the OPC is required of all officers.

Mandatory annual use of force requalification sessions provided by the Training Unit ensure that members demonstrate confidence and competence in the use and function of their duty holster. These sessions also provide the opportunity to inspect issued belts, holsters and equipment under the supervision of instructors. If problems are found they are corrected, or new equipment is issued. Supervisors are made aware of their responsibilities regarding inspection and maintenance of equipment issued to members under their command. Inspections of officers' secure holsters are ongoing, including daily inspections by individual members in compliance with Equipment Supply General Order 48.08, by supervisors during routine line inspections, as well as during annual In-Service Training by members of the training unit.

Attendance records for annual requalification training are maintained by the training unit.

The Safariland police duty holsters continue to meet all expectations of the NRPS. Members continue to benefit from the continuity of equipment throughout the NRPS between uniform and specialty units. Members of the NRPS have demonstrated confidence and competence in the use and function of their issued police duty holsters.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

This report is for information purposes and has no immediate strategic priorities.

Relevant Policy Considerations

- Board By-Law 498-2024
- Provincial Adequacy Standard AI-014
- General Order 053.26, "Use of Force"
- General Order 048.08, "Uniform and Equipment Supply"

Other Pertinent Reports

8.14 – 2024.07.25 – Annual Report – Secure Holsters – January 1 to December 31, 2023

This report was prepared by Mike Casella, Staff Sergeant Training Unit in consultation with Steve Magistrale, Inspector Professional Development. Reviewed by Paul Koscinski, Superintendent, Executive Services. Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Sexual Assault Investigation
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-05-30

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with Board By-Law 499-2024 – Sexual Assault Investigation.
- By-Law 499-2024 contains provisions requiring the Chief of Police to report specific information in order to ensure compliance with the legislative guidelines.
- This report is submitted to provide the Board with the necessary and required information pursuant to the operation of sexual assault investigations.

Financial Considerations

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

Analysis

In accordance with By-Law 499-2024, the Chief shall make a written report to the Board on or before August 30 of each year in respect of the investigation of sexual assault occurrences. This report will contain:

- a) a summary of the written procedures concerning sexual assault investigations, including changes since the date of the last report;
- b) confirmation that the procedures are in compliance with the Ministry's designated Ontario Major Case Management (OMCM) Manual and O. Reg 394/23: Major Case management and Approved Software Requirements;
- c) the status of Service compliance with the said procedures;
- d) a summary of the training given to Members with respect to sexual assault;

- e) a summary of the steps taken by the Service to monitor and evaluate response to sexual assault occurrences; and
- f) a summary of the issues dealt with by the Sexual Assault Committee.

The following is a detailed response to each of the above-noted requirements:

- a) *“...a summary of the written procedures concerning sexual assault investigations, including changes since the date of the last report...”*

The Service has a Sexual Assault Response Protocol (Protocol) with the following community partners: Family and Children’s Services, Birchway Niagara, Centre De Santé Communautaire Du Niagara, Niagara Region Sexual Assault Centre, the Sexual Assault Domestic Violence Treatment Centre – Niagara Health, Victim Services, Bethesda, Niagara College, Brock University, and the Victim Witness Assistance Program (VWAP), as well as the Crown Attorney – Ministry of the Attorney General (MAG).

This Protocol is a community-driven document that outlines how the community will make a coordinated effort to effectively respond to victims/survivors of sexual assault. In addition to defining roles and responsibilities for all service providers, the document defines the approach and agreed upon principles of responding to victims/survivors of sexual assault, resulting in a consistent, comprehensive, and knowledgeable response from service providers to victims and survivors. Police and partner agencies conduct regular meetings to review and update the Protocol.

General Order (GO) – 020.15, Sexual Assault Investigations was created in response to Adequate and Effective Policing Guideline LE-034 and By-Law 499-2024. GO 020.15 defines the policy, procedures, and duties governing sexual assault investigations. The GO was updated in July 2024 and will be re-evaluated in 2026.

- b) *“...confirmation that the procedures are in compliance with the Ministry’s designated Ontario Major Case Management Manual and O. Reg 394/23: Major Case management and Approved Software Requirements...”*

In May 2009, representatives from each agency named in the Protocol, along with a representative from the VWAP – MAG, formed a committee to review the Protocol. The Protocol was revised to reflect recommendations, and as such these revisions brought the Service in line with Adequate and Effective Policing for investigating sexual assaults.

The supervisor of the Sexual Assault Unit (SAU) reviews all cases of sexual assault to ensure that the procedures set out in the OMCM manual are utilized in threshold cases.

c) *“...the status of Service compliance with the said procedures...”*

GO 020.15 includes the guidelines as detailed in Adequate and Effective Policing and in accordance with the Ministry’s designated OMCM manual.

Both the Protocol and GO 020.15 ensure the Service is in compliance with the Ministry’s Adequate and Effective Policing Guidelines LE-034.

d) *“...a summary of the training given to Members with respect to sexual assault...”*

The majority of the SAU members have completed the following courses as required by the Ministry’s Adequate and Effective Policing Guidelines LE-034:

- General Investigative Techniques;
- Ontario Major Case Management;
- Sexual Assault Investigations; and
- Managing Investigations Using PowerCase

There is one investigator who is scheduled to complete the Sexual Assault Investigations course in 2025, and all six investigators are scheduled to complete the Managing Investigations Using PowerCase training in 2026.

The unit is in compliance with the Ministry’s Adequate and Effective Policing Guidelines contained in LE-034.

e) *“...a summary of the steps taken by the Service to monitor and evaluate response to sexual assault occurrences...”*

The Service has several procedures in place to monitor and evaluate responses to sexual assault occurrences. All sexual assault complaints within the Region are submitted to the SAU and reviewed by the detective sergeant. Complaints are then assigned accordingly to the investigators and monitored by the detective sergeant as investigations unfold.

Cases are processed through a peer review as they are investigated and often have input from the Crown Attorney’s Office. All historical sexual assault files are reviewed with the Crown Attorney prior to the laying of criminal charges. Further, all related cases are assessed and entered on the Violent Crime Linkage Analysis System (ViCLAS) database by the Violent Crime Analysts. These entries are then submitted to the Provincial ViCLAS Centre for analysis.

The Violent Crime Analysts also enter data from sexual assault investigations into the Major Case Management System according to OMCM policies/procedures. When a serial sexual predator is identified, SAU members liaise with the Provincial Serial

Predator Crime Investigations Coordinator and provide documentation pertaining to the circumstances surrounding the identified offender.

f) *“...a summary of the issues dealt with by the Sexual Assault Committee...”*

The SAU is currently involved with the Sexual Assault Provincial Working Group and has established an advocate case review program.

Currently, the ‘Niagara Region Sexual Violence Advocate Case Review Program’ (Review Program) is comprised of the Service, Niagara Regional Sexual Assault Centre, Gillian’s Place, Women’s Place, and the Centre de Santé Communautaire. The team received training and commenced the first review on May 17, 2021. The review committee has been meeting quarterly since its inception.

The purpose of the Review Program is to analyze reported cases of sexual assault where charges were not laid, identify systematic problems that may have arisen, and jointly make proactive changes to the investigative process. Additionally, the Review Program will identify positive practices within investigations so they can be utilized in other matters going forward. Furthermore, the Review Program will ensure joint training needs are identified and take steps to ensure that recommended training is provided to all members.

Sexual Assault Reports – 2022 - 2024

Year	Total Reports	Charge	*Otherwise	Unfounded	Suspended
2024	436	58	6	4	270
2023	398	53	0	0	291
2022	357	28	0	1	304

The clearance type “otherwise” refers to investigations in which a victim may have chosen not to continue to the point of charges and prosecution, or the death of a person involved in the investigation.

Sexual assault statistics will fluctuate year to year due to the length of time required in some investigations. Figures are also impacted by the reporting of historical sexual assaults. With respect to the 2024 statistics, there are 64 cases that have yet to be concluded and remain under investigation at this time.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with Adequate and Effective Policing requirements.

Relevant Policy Considerations

Board By-Law 499-2024 - Sexual Assault Investigation
GO 020.15 - Sexual Assault Investigations

Other Pertinent Reports

8.15 – 2024.06.27 - Annual Report – Sexual Assault Investigations - January 1 to December 31, 2023

This report was prepared by Brandon Southcott, Detective Sergeant, Sexual Assault Unit, in consultation with Martin Cook, Staff Sergeant, Special Victims Unit; reviewed by Chris Lemaich, Inspector, Investigative Support and Dave Masotti, Superintendent, Investigative Services. Recommended by Mario Lagrotteria, Deputy Chief, Community Services.



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Annual Report – Victims' Assistance
January 1 to December 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-06-05

Recommendation(s)

That the Niagara Police Service Board (Board) receive this report for information.

Key Facts

- The purpose of this report is to advise the Board that the Niagara Regional Police Service (Service) is in compliance with Board By-Law 461-2024 – Victims' Assistance.
- The Chief is required to make a written annual report to the Board with respect to Victims' Assistance.
- This report provides information to the Board for review and consideration of information relating to the Service's response to Victims' Assistance.

Financial Considerations

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

Analysis

In accordance with By-Law 461-2024, the Chief shall make a written report to the Board on or before August 30 of each year in respect of victims' assistance. The report shall include:

- a) a summary of the written procedures concerning victims' assistance;
- b) quantitative and qualitative performance objectives and indicators of outcomes relating to police assistance to victims of crime and re-victimization rates in accordance with subsection 39 (1) 3. vii of the CSPA (Community Safety and Policing Act); and
- c) the status of Service compliance with the said procedures.

This Board Report will outline each of the above and confirm compliance with the By-Law.

a) *“...a summary of the written procedures concerning victims’ assistance...”*

General Order (GO) – 115.07 Assistance for Victims and Witnesses was created in response to Board By-Law 461-2024 and Adequate and Effective Policing VA-001 clearly sets out the established procedures related to this By-Law.

The GO contains the following procedures respecting activities related to victims’ assistance:

- Victim Services Niagara (VSN)
- Mobile Tracking Emergency Response System (MTERS)
- Victim Witness Assistance Program (VWAP)
- Initial Assistance
- Accessing VSN and VWAP
- Communications Unit - responsibilities
- Platoon supervisors - responsibilities
- Inspector of Investigative Support - responsibilities
- Training Unit – responsibilities
- Domestic Violence Unit (DVU) supervisor - responsibilities

Victim Services Niagara

The Service works collaboratively with VSN, a community-based, non-profit organization that assists victims of crime, tragedy, and/or disaster. Once consent is given by a victim (except in cases of death notification), the Service calls the VSN 24-hour Crisis Line to make a request for a team of 2 volunteer crisis responders to attend the scene and provide short-term emotional support and practical assistance to those who are in crisis.

VSN responds to all types of tragic/criminal occurrences at the request of the police and other emergency services, which may include, but is not limited to, abduction, domestic violence (assault), criminal harassment, break and enter, elder abuse, hate crime, homicide, human trafficking, honour violence, motor vehicle collisions, robbery, sexual assault, fire, sudden death, suicide, and threats of suicide.

VSN is responsible for the administration of the Victim Quick Response Program + (VQRP+). The VQRP+ provides short-term financial support toward essential expenses for victims, their immediate family members, and witnesses in the immediate aftermath of a violent crime to help reduce the impact of the crime, enhance safety, and meet immediate practical needs that are a result of the crime. VQRP+ is available to individuals who have no other financial means (e.g., private insurance), where there is no publicly funded program available.

Mobile Tracking Emergency Response System

The MTERS program is facilitated and monitored through VSN. The role of the police in the program is governed by GO 052.07 Mobile Tracking Emergency Response System (MTERS) Program.

This program is a personal alarm system for individuals who are deemed as high-risk victims of domestic violence and other serious violent offences. This alarm system is a GPS device that is carried by the client. Upon activation, the GPS device sends a signal to the EyezOn Alarm System Monitoring Centre, which notifies the Communications Unit of the Service.

Victim/Witness Assistance Program

VWAP is part of the Victim and Vulnerable Persons Division of the Ministry of the Attorney General. VWAP provides services to victims of crime after charges have been laid.

- b) *“...quantitative and qualitative performance objectives and indicators of outcomes relating to police assistance to victims of crime and re-victimization rates in accordance with subsection 39 (1) 3. vii of the CSPA...”*

The Service, as required by Adequate and Effective Policing VA-001 Victims' Assistance, has established procedures to assist victims that reflect the principles of the Victims' Bill of Rights, 1995, and sets out the roles and responsibilities of members for providing victims' assistance. The following summarizes efforts of the Service, in collaboration with its community partners, to remain compliant with the procedures respecting victims' assistance:

Victim Services Niagara

VSN currently has 21 active volunteer crisis responders, 4 full-time employees and 1 part-time employee, which includes the Executive Director, the Victim Crisis Assistance Ontario (VCAO) Program Manager, the VCAO Program Coordinator, the VCAO Program Coordinator Anti-Human Trafficking, and the VCAO Program Administrator. There are 3 part-time after-hours employees that monitor the 24-hour referral line.

In 2024, VSN responded to over 2,132 calls for service and assisted over 2,837 victims of crime and tragedy. Throughout the year, 15,048 follow-up activities were completed. These activities included supportive telephone calls, as well as in-person and on-scene visits. A significant number of VSN calls for service involved domestic violence. Approximately 1,032 referrals were to support victims of domestic violence. As part of the support for victims of domestic violence, 135 new safety plans were completed, and

83 safety plans were revised. Another 633 clients received assistance to address safety issues and concerns.

Volunteer crisis responders provide a critical service and ensure victims in the Niagara Region are provided emotional support and practical assistance on a 24/7 basis. In 2024, over 14,000 hours of service were provided to victims of crime and members of the community.

In 2024, over 1,906 VQRP+ applications were completed to provide financial aid to victims of violent crimes. The most provided coverage under the VQRP+ umbrella includes emergency home safety expenses (lock changes, door repairs), and counselling.

Mobile Tracking Emergency Response System

A committee comprised of personnel from the Service, VSN, and advocates from local women's shelters, meet quarterly to assess and review current MTERS alarm files.

During 2024, VSN had approximately 24 MTERS alarms activated. Statistics relating to the number of responses to MTERS alarms were captured in the Board's Annual Report entitled Domestic/Family Violence.

Victim/Witness Assistance Program

The Service and VWAP continue to work collaboratively in relation to the domestic violence court process. Domestic violence investigators work diligently in referring domestic arrests to VWAP, so that VWAP can meet their mandate of early victim contact. Through this initiative, VWAP staff begins to connect with the victim earlier to offer services and an opportunity to provide input on bail conditions. This ensures increased input from the victim about their safety and their involvement with the criminal justice system. Efforts continue between the Service and VWAP to develop and enhance operational systems to ensure referral compliance.

The Staff Sergeant in charge of DVU regularly attends joint domestic violence meetings. Victims are invited to meet with the specialized Domestic Violence Crown Attorney, police, and a service worker from VWAP, to provide their input and to receive ongoing support and services throughout the criminal justice process. Over 75% of VWAP's caseload involves partner assault.

The Service regularly and actively participates with VWAP on the Domestic Violence Court Advisory Committee, as well as the Regional High Risk Review Team.

Domestic Violence High Risk Review Team - Niagara

The Niagara High Risk Review Team is a case management strategy between the justice partner agencies to access and actively manage high-risk cases involving violence. Most referrals are received from Family and Children's Services (FACS) and Probation and Parole (P&P). Members of the Service, P&P, VWAP, FACS, and Crown Attorneys work collaboratively to prioritize the safety of the victim and their children and to reduce the risk of recidivism. The committee meets monthly.

Interpreter Services

INCommunities offers interpreter services to victims of domestic violence, sexual violence, and human trafficking. They also partner with the Canadian Hearing Society to provide American Sign Language services.

Niagara Regional Police / Niagara Probation and Parole

Ontario Ministry of the Solicitor General Correctional Services - Community Corrections / Niagara Probation and Parole (P&P) continue to have an excellent working relationship with the Service. This collaboration has led to enhanced supervision, timely responses to domestic victim-related issues, and increased enforcement for supervision breaches. This in turn increases safety for both the victim and the community in general.

- c) *"...the status of Service compliance with the said procedures..."*

Training

GOs, procedures, and resource information relevant to victims' assistance are available to all members on the IRIS intranet, and accessible by frontline members via Mobile Data Terminals.

Information pamphlets and contact cards for VSN and other service providers are available to all members for distribution to victims during response to calls for service and community contacts.

Notifications of MTERS alarm installations in the community are communicated via the E-Parade portal and delivered to frontline officers at roll-call briefings, with a reminder of procedures and how to access resources available for victims.

A Domestic Violence Investigators Course is scheduled annually and is available to all members of the Service. VSN is an active participant in this training and is included in the syllabus to provide training to frontline officers and communicators.

Domestic violence investigators meet regularly with various community partners. They are active throughout the Region addressing victim and witness issues with Crown

Attorneys, P&P, VWAP, FACS, women's shelters, local services, and community representatives that are responsible for victim and witness-related issues.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

To comply with the provisions of Board By-Laws and to maintain compliance with Adequate and Effective Policing requirements.

Relevant Policy Considerations

- Board By-Law 461-2024 - Victims' Assistance
- GO 115.07 - Assistance for Victims and Witnesses
- GO 052.07- Mobile Tracking Emergency Response System (MTERS) Program
- Adequate and Effective Policing – VA-001 Victims' Assistance

Other Pertinent Reports

8.19 - 2024.07.25 – Annual Report – Victims' Assistance – January 1 to December 31, 2023.

This report was prepared by Matthew Catherwood, Detective Sergeant, Domestic Violence Unit, in consultation with Tara Henderson, Staff Sergeant, Domestic Violence Unit, and reviewed by Chris Lemaich, Inspector, Investigative Support and Dave Masotti, Superintendent, Investigative Services. Recommended by Mario Lagrotteria, Deputy Chief, Community Services.



Submitted by:

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

Appendices

Not applicable.

From: noreply@niagarapolice.ca <noreply@niagarapolice.ca> **On Behalf Of Cheryl Rowe**
Sent: Sunday, June 15, 2025 1:38 PM
To: Deb Reid <Deb.Reid@niagarapolice.ca>
Subject: Reinvigorate community watch in Niagara

ATTENTION: This email originated from a sender outside of the NRPS. Please avoid clicking links or opening attachments from external senders unless you are certain it is safe to do so. BE CAREFUL - If you are unsure, please contact the Service Desk.

Hello NRPS Board, my name is Cheryl Rowe, I am the daughter of George Rowe who is the former Police Chief of the Town of Dunville.

I am writing this email to pitch the idea of reinvigorating a community watch program in the Niagara Region. A couple of examples of Regional community watch programs include the Durham Region and the York Region, respectively. The City of Welland stated that the community watch program would be a joint initiative between the NRPS and the Niagara Region. I would like to propose the following ideas in terms of the community watch:

That the Niagara Region reinvigorate a Community Watch program in our community including fixing and re-branding faded community watch signage throughout the Region and providing community watch door stickers to Niagara residents.

That the Niagara Region utilizes their website to provide education to residents on the topic of crime prevention by environmental design which focuses on retrofitting properties to create deterrents to crime similar to the City of Mississauga.

That Niagara Region staff draft and develop a report on further strategies to enhance the proposed community watch program and deterrents to crime.

That Niagara Region approach the Niagara Regional Police to request that they partner on the Niagara Region community watch initiative.

In addition to my email to the NRPS Board which I would like forwarded to all members and staff, I would also like the proposal for the community watch initiative for Niagara Region to be included on the next agenda of the NRPS Board.

I would also like my request forwarded to Police Chief, Bill Fordy for consideration.

Kindest regards,
Cheryl Rowe

Origin: https://www.niagarapolice.ca/en/who-we-are/contactus_policeserviceboard.aspx

This email was sent to you by Cheryl Rowe
<https://www.niagarapolice.ca>.



NIAGARA REGIONAL POLICE SERVICE Police Service Board Report

PUBLIC AGENDA

Subject: 2026 Budget – Provincial Grant Funding Update
Report To: Chair and Members, Niagara Police Service Board
Report Date: 2025-06-06

Recommendation(s)

That the Niagara Police Service Board (Board) send a letter to the Ministry of Solicitor General (SOLGEN) to urge the provincial government to prioritize sustainable, predictable funding for police services and to implement improvements to existing grant programs to better support effective community safety planning and fiscal management.

Key Facts

- The purpose of this report is firstly to request the Board communicate with SOLGEN on the benefits of their commitment to support community safety and well-being plans from their numerous outcome-based grant programs. Secondly, to highlight the importance of implementing improvements to their existing grant programs that will result in timely notification of the funding support whereas police services can mitigate any financial risk during budget deliberations.
- Grant programs fund approximately 4.7% of the Service's operating gross expenditure budget.
- Police services have received financial support from SOLGEN to combat public safety concerns related to human trafficking, child exploitation, victim support, response to mental health calls, impaired driving, and auto theft. Grant funding is also provided for court security and prisoner transportation as well as to enhance law enforcement through information technology such as CCTVs and ALPRs.
- The continued and timely support by SOLGEN in outcome-based grant programs will enable police services to direct resources toward local initiatives that supports community safety and well-being.

Financial Considerations

Of the Service's operating gross expenditure budget, approximately 4.7% is funded by provincial grant funding.

The following table provides a breakdown of the provincial grant programs last funding period approved for the 2025 budget deliberations:

Grant Program	Budget Assumption:	2025 Budget
Court Security and Prisoner Transport	Prior 3-year actual revenues received – 2022-2024	\$6,932,056.00
Community Safety and Policing Grant – Local and Provincial Priorities	April 1, 2022 – March 31, 2025	3,209,171.00
Internet Child Exploitation Grant	April 1, 2021 – March 31, 2025	363,320.00
Preventing Auto Theft Grant	April 1, 2023 – March 31, 2026	242,500.00
Automated License Plate Reader (ALPR) Grant, Operating Fund	April 1, 2022 – March 31, 2023	124,802.00
Reduced Impaired Driving Everywhere (RIDE) Grant	April 1, 2022 – March 31, 2024	41,600.00
Ontario Strategy to End Human Trafficking	April 1, 2024 – March 31, 2025	34,800.00
Closed Circuit Television (CCTV) – Ontario Guns, Gangs and Violence Reduction Strategy, Operating Fund	April 1, 2023 – March 31, 2025	22,805.00
Total – 2025 Grant Revenue Budget		\$10,971,054.00

The resource costs covered by the grant revenue are included in the 2025 operating budget and for most of these costs form part of the base budget. Therefore, loss of grant revenue generally results in an equal increase to the general levy fund to offset shortfalls.

The following analysis will focus on those grant programs that have a material impact on the operating budget.

Analysis

The purpose of this report is firstly to request the Board communicate with SOLGEN on the benefits of their commitment to support community safety and well-being plans from their direct funding of police resources through their numerous outcome-based grant programs. Secondly, to highlight the importance of implementing improvements to their existing grant programs that will result in timely notification of the funding support whereas police services can mitigate any financial risk during budget deliberations.

SOLGEN supports community safety plans through a number of specialized grant programs. Each grant program has different application formats, timeframes, funding formulas, and reporting requirements. Grant applications are communicated by memorandum to all police services by the SOLGEN office. Eligibility criteria is provided within the grant application outlining eligible costs and performance measurements required to evaluate the effectiveness of the program. The Service considers all grant applications for eligibility and benefits of the program to fund resources within the Service or to the community for grants that require a partnership with a community agency.

Recently, the administration of the grant application, accounting for grant funding and all reporting on the grants to SOLGEN have been centralized within the Finance Unit for coordination. However, the responsibility to prepare the grant application is delegated to Subject Matter Experts (SMEs) within the Service to ensure the appropriate individuals with firsthand knowledge are preparing the grant applications. In recent years, SOLGEN's support to community safety plans has significantly increase the number of grant programs offered increasing the need for dedicated resources to administer the grant program; however, the consensus amongst staff involved in the process suggest that the benefits received have positively impacted initiatives to combat issues such as human trafficking and opioid education.

Below is a detailed description of the major grant programs supporting the operating budget that highlights the purpose of the grant, funding formulas, notification of the announcement, and other applicable information.

A schedule of the all-grant programs approved and pending application is provided in Appendix 1.

Court Security and Prisoner Transport Grant Program:

Funding \$6,244,540.00 for period January to December 31, 2025

Funding Announcement: March 21, 2025

The Court Security and Prisoner Transportation (CSPT) Program provides a maximum total of \$125 million to assist municipalities in offsetting their CSPT costs. The agreement is between the Regional Municipality of Niagara (Region) and SOLGEN. Each municipalities allocation is determined using an expenditure-based model. This grant covers eligible costs related to CSPT such as facility perimeter and courtroom security during regular and non-regular hours including weekends and statutory holidays, screening stations, and monitoring the movement of people in custody including virtual proceedings and transporting to court locations.

There is no grant application process to receive the funds from this grant as it allocates funds to all police services that provide CSPT services.

The funding formula uses eligible expenditures filed by each agency in their annual reporting relative share of the total eligible expenditures filed by all agencies. For example, the 2025 funding was based on the 2023 annual report filed in April 2024.

There is an annual report prepared by the Finance Unit and filed by the Region that includes both gross eligible expenditures, supporting documentation such as payroll records and invoices as well as performance indicators. For the 2022 grant program, SOLGEN introduced the reporting of performance indicators such as number of in-person court appearances, virtual appearances, number of individual prisoners transported, and number of kilometers travelled.

This grant funds approximately 69% of the total eligible expenditures and this grant funds approximately 3.0% of the Service's gross expenditure budget.

Community, Safety and Policing (CSP) Grant:

Funding \$9,614,791.14 for grant cycle April 1, 2022, to March 31, 2025

Funding Announcement: April 14, 2022

Pending grant application for period April 1, 2025, to March 31, 2026

Grant Application announcement: March 26, 2025

The CSP grant program was introduced in 2019-2020 to support police services in combating crime and keeping Ontario communities safe. This outcome-based 3-year grant provides eligible police services with greater flexibility to implement initiatives that address local policing needs, as well as provincial priorities under two funding streams – local and provincial. The objectives of the grant will be reviewed every grant cycle to ensure that they continue to meet local and provincial needs. There is a call for application grant process where Services are required to submit detailed costs and performance metrics for each initiative.

The funding formula is based on the eligible costs submitted in the grant application to a maximum funding amount per police service. The grant reimburses for actual expenditures incurred to the maximum grant funding therefore any unused funds are returned to SOLGEN pending the filing of the annual report.

There are two reporting requirements for this grant - interim and final report. The interim reports details on the progress of the grant program from April to September that includes actual expenditures, performance metrics and a report on the summary of activities completed in the reporting period. The final report includes similar information but for the period April to March. These reports are prepared by the Finance Unit and SMEs.

From the CSP grant program, the Service receives \$3,209,171.00 annually to fund five programs (four local priorities and one provincial priority). It partially covers the salary and benefits of ten constable positions, five detective constable positions and nine civilian positions. Except for one human trafficking detective, these positions are approved authorized strength in the Service base budget. This grant funds approximately 85% of the total eligible expenditures and this grant funds approximately 1.4% of the Service's gross expenditure budget

Internet Child Exploitation (ICE) Grant:

Funding \$871,070.00 for grant cycle April 1, 2021, to March 31, 2025.

Funding Announcement: May 5, 2021, and amended December 5, 2024

This grant is part of the provincial strategy to protect sexual abuse and exploitation on the internet; which funds staffing, computer software, hardware, travel, and training.

There is a grant application process for this provincial strategy, which is submitted at the beginning of each fiscal year.

The funding formula is based on the eligible costs submitted in the grant application to a maximum funding amount per police service. The grant reimburses for actual expenditures incurred to the maximum grant funding therefore any unused funds are returned to SOLGEN pending the filing of the annual report.

There is a requirement to file monthly statistical and financial reports with one final report at the end of the fiscal period. All reporting is the responsibility of the ICE Unit. The Service has received this funding for the past 7 years to offset the cost of 1.2 detective constables within the ICE and Technological Crimes Unit that form part of the base budget of \$169,250.00. For the 2024/2025 grant cycle, the Service received additional funding of \$194,070.00 to fund 1-time technological equipment.

This grant funds .07% of the Service's gross expenditure budget.

Preventing Auto Theft Grant:

Funding \$726,659.39 for grant cycle April 1, 2023, to March 31, 2026

Funding Announcement: November 24, 2023

This new grant program commencing April 1, 2023, to support police services in combatting and preventing vehicle thefts and associated violent crimes across the province but where the funding would address local initiatives to their needs was approved November 2023 for the period of April 1, 2023, to March 31, 2026.

There is a call for application grant process where services are required to submit detailed costs and performance metrics.

The funding formula is based on the eligible costs submitted in the grant application to a maximum funding amount of \$300,000.00 per police service. The grant reimburses for actual expenditures incurred to the maximum grant funding therefore any unused funds are returned to SOLGEN pending the filing of the annual report.

There are two reporting requirements for this grant - interim and final report. The interim reports details on the progress of the grant program from April to September that includes actual expenditures, performance metrics, and a report on the summary of activities completed in the reporting period. The final report includes similar information but for the period April to March. These reports are prepared by the Finance Unit and SMEs.

This grant funds a temporary position of one detective constable, salaries and benefits, training, and costs associated for community education and awareness.

This grant funds .10% of the Service's gross expenditure budget.

In summary, the Service depends on grant programs to fund 4.7% of its total gross expenditures and therefore timely information regarding the awarding of grants in alignment with police service budget cycles would significantly reduce the financial risk applied during budget deliberations. In recent years, police services have received financial support from SOLGEN to combat public safety concerns related to human trafficking, child exploitation, victim support, response to mental health calls, impaired driving, and auto theft. Grant funding is also provided for court security and prisoner transportation as well as to enhance law enforcement through information technology such as CCTVs and ALPRs. The continued and timely support by SOLGEN in outcome-based grant programs will enable police services to direct resources towards local initiatives that supports community safety and well-being.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

The Board has a fiduciary responsibility to ensure adequate funding is available to resource the Service to combat and reduce crime-related activity in the community including advocating for financial support to the upper tier governments.

Relevant Policy Considerations

By-Law 412-2024 Financial Reporting, Control and Procurement of Goods and Services in the Niagara Regional Police Service

Other Pertinent Reports

Not applicable.

*This report was prepared by Laura Rullo, Director, Finance and Asset Management.
Recommended by Luigi Greco, Deputy Chief, Support Services.*



Submitted by:

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

Appendices

Appendix 1 Grant Program Status and Schedule

Appendix 1: Grant Program Status Schedule

Grant Program	Term	Funding Period	Amount	Status	Reporting
Court Security and Prisoner Transportation	1 year	January 1 to December 31 2025	\$6,244,540.00	Approved - March 2025	Report per annum April
Community Safety & Policing -local priorities	3 years	April 1, 2022, to March 31, 2025	\$8,264,791.14	Approved –April 2022	Interim - October Final - April
Community Safety & Policing - provincial priorities	3 years	April 1, 2022, to March 31, 2025	\$1,350,000.00	Approved –April 2022	Interim - October Final - April
Provincial Strategy to Protect Children from Sexual Abuse and Exploitation on the Internet (ICE)	4 years	April 1, 2021, to March 31, 2025	\$864,461.13	Approved – May 2021	Monthly Reporting, Final Report - April
Reduced Impaired Driving Everywhere (RIDE)	1 year	April 1, 2024, to March 31 2025	\$56,090.00	Approved – April 2025	Final Report - March
Preventing Auto Theft Grant (PAT)	3 years	April 1, 2023, to March 31 2026	\$726,659.39	Approved – November 23, 2023	Interim - October Final - April
Mobile Crisis Rapid Response Team (MCCRT)	1 year	April 1, 2024, to March 31 2025	\$71,926.00	Approved – February 2025	Final - April
Victim Support Grant	1 year	April 1, 2024, to March 31 2025	\$200,000.00	Denied – April 11, 2025	NA
CCTV Camera Grant	2 years	April 1, 2023, to March 31 2025	\$192,275.73	Approved	Final - April
CCTV Camera Grant	1 year	April 1, 2024, to March 31 2025	\$71,000.00	Denied - April 11, 2025	NA
Automated Licence Plate Reader (ALPR)	1 year	April 1, 2022 to March 31 2023	\$1,956,419.00	Approved – November 1 2022	Final - April

Appendix 1: Grant Program Status Schedule

Provincial Grant Applications Pending:

Grant Program	Term	Funding Period	Amount	Application Status
Community Safety & Policing -local priorities	1 year	April 1, 2025 – March 31, 2026	\$2,759,170.57	Application submitted on May 7, 2025
Community Safety & Policing - provincial priorities	1 year	April 1, 2025 – March 31, 2026	\$1,979,000.00	Application submitted on May 7, 2025
Mobile Crisis Rapid Response Team (MCRRT)	2 year	April 1, 2025, to March 31 2027	\$240,000.00	Application submitted in January 2025

As of May 30, 2025



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Budget Planning – 2026 Operating Budget Forecast and Budget Timetable

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-06-06

Recommendation(s)

That the Niagara Police Service Board (Board) approve the draft timetable in accordance with Regional Municipality of Niagara (Region) By-Law 2017-63 Budget Control as outlined in Appendices 1 and 2 of this report.

Key Facts

- The purpose of this report is to seek approval of the draft 2026 budget planning timetable in accordance with the Budget Planning By-Law 2019-79. As stated in section 6.5(a) of the Budget Planning By-Law, the responsibilities of Agencies, Boards, and Commissions (ABCs) funded by the Region is to adhere to schedule of budget approval meetings as approved annually by Niagara Regional Council (Council).
- At the April 2025 Council meeting, the 2026 operating and capital budget timetable was approved, and this timetable was forwarded to Board on May 22, 2025.
- The timetable included a new requirement by ABCs to attend the Budget Review Committee of the Whole (BRCOTW) as part of a phase 1 Service-based budget discussion; the Niagara Regional Police Service (Service) scheduled for September 4, 2025.
- At the May 22, 2025, BRCOTW meeting, Region staff presented the 2026 budget planning report; the report included a revised forecast 2026 operating budget of 13.4% (5.32% levy) for the Service and the Board.
- At the May 22, 2025, Council meeting, Council approved a motion to recommend a budget guidance at 3.5% increase on the consolidated general levy. Further, that all ABCs be advised of this guidance rate.
- Compliance with this motion would require a 4.5% reduction to the 2026 base budget. This defunding of the police would translate to a staffing reduction of approximately 50 sworn police officers.

Financial Considerations

The 2026 operating budget for the Service and Board will be presented to the Board at the October 16, 2025, Finance Committee meeting. For the 2026 budget planning discussions, Region staff requested an updated 2026 forecast of 9.1% included in the Service's 2025 budget submission. Service staff provided an updated forecast of 13.4% based on current information, which was included in the Region 2026 budget planning report to the BRCOTW on May 22, 2025.

The table below highlights the updates from the original 9.1% 2026 budget forecast submitted with the 2025 budget in October 2024.

	% Increase over 2025 approved operating budget
2026 operating budget forecast included in the 2025 operating budget submission (in October 2024)	9.1
Costs associated to annualizing 2025 program changes effective July 1 and October 1, 2025	2.1
Program change body worn camera proposal	1.1
Provincial grant funding and Casino revenue adjustment to budget based on actual results	0.6
Update assumptions for wages, benefits, and capital budget financing	0.5
Revised 2026 budget forecast (at May 22, 2025)	13.4

The following table explains the revised 2026 operating budget forecast of 13.4% by budget category based on known information as of May 22, 2025:

	% Increase over 2025 approved operating budget
2026 operating budget forecast	
Base budget	7.3
Capital financing	0.7
Program changes (growth)	5.4
Total – 2026 operating budget forecast	13.4

The following analysis provides the Board with further information and assumptions used to develop this preliminary 2026 operating budget forecast. On June 2, the Service will commence the 2026 operating budget process where program managers will provide input into their base budgets and present their program changes to address current pressures on service delivery.

Analysis

The foundation of the budget plan is to develop a sustainable funding model that supports the resources required to provide effective and efficient policing for the Region, as outlined in the Service's Strategic Plan.

The budget plan must be prepared to meet the Region's budget timetable as required under the Municipal Act. According to Region Budget Control By-Law 2017-63 section 3.2 (d) "Council approves the total budget allocated for the Board and section 39 of the Police Service Act R.S.O 1990 c. (PSA), permits the Region to require the Board to submit operating and capital estimates to council in a format and timeframe approved by council. Accordingly, Niagara Region staff shall convey to the PSB that the format and timing approved by Council are as found within subsections 6.1 and 6.2 (a) (i to vi) of this By-Law." Please note section 39 of the PSA has been replaced by section 50 of the Community Safety and Policing Act (CSPA), which is still to be updated in the Region's By-Law.

As stated in section 6.5 (a) of the Budget Planning By-Law 2019-79, the responsibilities of ABCs funded by the Region is to adhere to the schedule of budget approval meetings as approved annually by Council.

At the April 24, 2025, Council meeting, the 2026 operating and capital budget timetable was approved, and a copy of the report was included in the Board's May 22, 2025, agenda. Appendices 1 and 2 outline the Service's draft timetable required to meet the schedule of planned budget meetings. Any adjustments required because of changes to the timetable prior to approval will be communicated to the Board. Service staff provided the Region with known budget pressures based on current information.

Further to the publishing of the timetable, on May 22, 2025, CSD 31-2025 2026 budget planning report was submitted outlining a different approach in comparison to prior years. This year's budget cycle will be executed in 2 phases: phase 1: education and phase 2: outcomes. As part of phase 1, the Service has been invited on September 4, 2025, to provide a Service level overview in alignment with the 2025 approved budget, and identify efficiencies, pressures, and opportunities for 2026. The Service will return on November 27, 2025, to present the Board the approved 2026 operating budget.

Further to outlining this year's budget process, the report provided councillors with an updated 2026 budget forecast of 12.55% increase on the general levy. This levy increase included the Service's projected 5.32% levy increase for 2026 operating budget, which equates to a 13.4% budget increase over the 2025 approved expenditure budget before indirect allocations.

At the May 22, 2025, Council meeting, Council approved a motion put forward to set a budget guidance at 3.5% increase to the general levy. Further, that all ABCs be advised of this guidance rate. Should this guidance rate be achieved on the consolidated general levy then this would translate to a 3.5% (1.4% levy increase) increase over the approved 2025 Service and Board operating budget.

The 2025 approved operating budget, before indirect allocations, was approved at \$212,456,352.00; this includes \$4,505,000.00 in contributions to capital reserves to fund the Service's capital equipment and vehicle assets.

The Service commenced the operating budget process on June 2, where program managers along with Senior Leaders will provide input for the development of program base budgets, as well as identify resource needs necessary to support service delivery through the submission of program changes.

The following analysis provides the Board with a detailed explanation of the forecasted 13.4% operating budget increase (anticipated over 2025 operating budget) based on information gathered at the time of this report.

Base Budget: Annualized 2025 Program Changes

The 2025 approved budget included 16 program changes, 9 becoming effective mid-year. An estimated \$4,502,194.00 of program costs was deferred from the 2025 operating budget. The programs initiated mid-year included 33 frontline constables and supervisory support, 2 canine officers, 3 detective constables for the Welland Street Crime Unit and Grimsby Detective Office, 1 sergeant for the Aerial Support Unit, 4 detective constables for the Domestic Violence Unit, and 4 civilian positions for Member Support, Corporate Communications, and Digital Evidence Management Systems Units. These positions were budgeted as in-year program changes due to the lengthy process to recruit these specialty positions and to align with the Ontario Police College intake dates for the recruit program. As a result of these in-year program changes, the 2026 base budget will require additional funds to annualize these programs. Programs with a July 1, 2025, start date will need an additional 6-month budget (January to June) and those with an October 1, 2025, start date will need an additional 9-month budget (January to September).

The anticipated impact for this additional funding represents an approximate budget increase of 2.1%.

Base Budget: Contract Wage Settlements

Approximately 91.0% of the Service's gross expenditure budget supports salary and benefits costs for 1,213 permanent members of the Service, as well as temporary support staff. The 2026 collective agreement for the largest bargaining unit, Niagara Regional Police Association (NRPA) includes an upward salary adjustment to ensure that the first-class constable wage ranks sixth out of the Big 12 Ontario Police Services. At the time of this report, 10 of the 12 Ontario Police Services have settled their wage scales for 2026 on average 3.5% over 2025 wages.

At the time of this report, the Board and NRPA had reached a settlement for the 2025 upward scale adjustment to sixth ranked amongst the Big 12; however, 2026 wage settlement remains outstanding.

Should the Service estimate a wage settlement of 3.5% consistent with the police sector wage settlements for the 2026 year *then the estimated impact on the base budget would be 3.4%.*

Base Budget: Statutory Deductions

The Service salary and benefit expenditure represents approximately 91% of the total expenditure budget. Changes to statutory deductions' maximum earnings thresholds or rates implemented by the federal government will significantly impact the Service's budget. Generally, information related to statutory deductions such as CPP and EI are announced in the fourth quarter of this year necessitating the need to make assumptions for the 2026 budget. Historical trends are used to develop the assumptions on CPP and EI premiums for the upcoming budget cycle. Based on a 3-year trend analysis, CPP premiums are expected to increase by 8.0% and EI premiums by 4.0%.

Over the past few years, employers have experienced an increase in WSIB actual costs. Police services are WSIB schedule 2 employers, meaning all costs associated with wage loss and member-incurred health and pension expenses are the responsibility of the employer. WSIB administers the plan and charges an administration rate for plan coordination, which is currently set at 17.1%, in addition to direct costs, which are paid by the Service. Additionally, the Service has realized an increase in WSIB costs the rise in claims related to post-traumatic stress disorder (PTSD) responders. Using a 3-year historical trend analysis, the Service could expect an increase of approximately 4.0% on the total WSIB expense.

The estimated increase for statutory deductions as presented above will exceed the 2026 forecasted Consumer Price Index (CPI) of 2.0%. *The increase to the statutory benefit budget is forecasted at a 0.3% impact on the base budget.*

Base Budget: Employer Provided Group Benefits

In June, Service staff will meet with our health-benefit carrier, Mosey & Mosey, to discuss 2026 forecasted premiums for our group benefits. Premium rate changes are based on changes to claims experience, general inflationary pressures, and price increases for both prescription drugs and allied health services.

The Service has experienced increases to group benefit premiums ranging from 11.9% to 14.0% in the 2 years resulting from external inflationary pressures, as well as enhancements to group benefits negotiated during recent contract wage settlements.

Based on a forecasted increase of 10.0% percent to group benefit premiums, which is consistent with prior year inflationary pressures, *then the anticipated impact to the base budget is estimated to be 0.7%.*

Base Budget: Other Inflationary Expenditures

Non-salary expenditures are approximately 8.0% of the total gross expenditure budget and are impacted by inflationary pressures. As reported by the Region, the CPI for 2026 is forecasted at 2.0% for the 2026 budget cycle. Approximately 2.5% of the gross expenditure budget for the Service is related to software support and licensing. Often inflationary pressures for technology software and support exceed core CPI.

An extensive line by line budget review will be conducted prior to finalizing 2026 non-salary expenditure lines. Program managers will be required to justify non-salary budget increases which exceed an average 3-year historical spending pattern. Therefore, there may be an opportunity to revisit these inflationary increases.

It is estimated that the inflationary impact on supply costs would result in a budget impact of 0.2%.

Base Budget: Other Revenue Sources

In January 2025, the Ministry of the Solicitor General (Ministry) announced Court Security and Prisoner Transportation 2025 annual funding of \$6,244,540.00, which is a decrease of \$769,550.00 from the 2024 funding amount (\$7,014,090.00). The 2025 budget was set at \$6,923,056.00 based on an average of the past 3 years funding. The 2023 annual funding included a significant increase from 2022, which was contrary to recent trends where the Service has experienced a decline in funding. Based on the variability in recent years funding, the assumptions related to the 2026 budget amount will be adjusted downward to align with 2025 actual monies received.

In addition, the Service's second largest grant, the CSPA grant, has reached the end of the current grant cycle on March 31, 2025. At the time of this report, the Service has applied for the April 1, 2025, to March 31, 2026, grant cycle and is awaiting notification whether the grant has been approved; there have been no announcements from the Ministry regarding applications for this grant beyond March 31, 2026. The Service's base budget includes funding of \$3,209,171.00 from the CSPA grant.

In recent years, the City of Niagara Falls has experienced a decline in Ontario Lottery Gaming (OLG) transfer payments due to a decline in overall casino revenues post COVID-19. The Service receives 18% of the actual transfer payments received; however, this funding has reduced substantively since 2020. Last year, the total portion received by the Service was \$3,315,160.00, which is approximately 79% of the \$4,200,000.00 received pre-COVID-19. During the 2025 budget deliberations, the Service reduced the Casino budget to \$3,900,000.00; however, based on first quarter 2025 results, the Service is considering a further budget reduction in 2026 to reflect actual monies received in the past 3 years.

A downward adjustment of the CSPT grant and City of Niagara Falls OLG transfer payments to reflect actual funds received would impact the 2026 base budget by 0.6%.

Capital Funding Strategy:

With the support and guidance from the Region Asset Management Office, the Service will require an increase to capital contributions of \$590,364.00 per annum in addition to the base increase of \$320,000.00 to fund replacement of existing assets. On June 5, 2025, the BRCOTW will receive the updated Corporate Asset Management Plan, which will outline the current condition of the Region's capital assets. Included in this report is the estimated the Average Annual Renewal Investment (AARI) for all Region departments including the ABCs. This calculated annual investment value is the estimated annual capital contributions required to replace existing capital assets at current costs. For the Service, the AARI is estimated to be \$10,000,000.00 in annual contributions (previously calculated to be \$5,900,000.00) for the 10-year horizon. To achieve this AARI annual funding target the Service will be required to increase its operating budget by \$910,364.00 or 0.43% increase over 2025 approved budget. With this annual investment, the Service is expected to achieve the planned \$10,000,000.00 annual capital investment by 2032 from the current annual contribution of \$4,505,000.00.

The capital contributions would support the pay-as-you-go capital funding model, which replaces a capital financing strategy that relied on debt to fund the replacement of existing assets. The Service continues to experience inflationary increases for the replacement of capital assets (exceeding their historical costs) where the gap between funding and spending continues to widen and continued financial support is required by the Region capital levy to fund the Services critical infrastructure. However, support from the Region capital levy for Service asset replacement is at risk, as the Region continues to experience a significant backlog in assets not funded for replacement.

The Region has recommended this capital funding strategy to increase the contributions to \$910,364.00 per annum; however, to fund the replacement of existing assets but does not address funding for assets related to growth or new technologies currently unaccounted within the Region's updated capital financing strategy. New capital equipment purchases that are not replacing existing assets have no current funding source and therefore rely on the capital contributions currently set aside for existing asset replacement. The Service has used the police development charge reserve fund for eligible growth-related projects; however, this reserve has been used specifically for the Service's long-term accommodation plan and recently to fund the increase to the patrol vehicle fleet. Therefore, the Service is considering increasing the annual contribution to capital reserves to fund new technologies such as Body Worn Camera (BWC) or shortfalls from funding sources such as Region capital levies and/or debt.

This capital funding strategy to add \$1,410,365.00 to capital reserve contributions will increase the base budget by 0.7% over the 2025 operating budget.

The accumulation of all these known budget pressures may result in a projected increase to the 2026 base budget of 8.0%.

Program Changes:

The Service will be assessing the need for new staffing to address increased service demands and legislative requirements applicable to specialty units, as well as considering the resources necessary to achieve the targets contained within the 2026 – 2029 Strategic Plan.

As part of the operating budget process, request for new staffing via a program change form were submitted by program managers on March 14, 2025. Program changes approved by their executive lead were submitted to the Budget Committee. After a rigorous review, the Budget Committee selected 37 program changes to be advanced to the next stage of the process. The submission of new staff request will undergo a rigorous process of internal review starting with presentations by program managers to the Budget Committee. Each program change request will be evaluated against a set of criteria and ranked based on priorities. The Budget Committee will make final recommendations to the command team (Chief and Deputy Chiefs) for final approval.

At the January 23, 2025, Board meeting, the Board approved the undertaking of a community consultation to inform the public of the proposed BWC program and to collect feedback on their opinions about the proposal, which was overwhelmingly positive. At the April 24, 2025, Board meeting, the Board approved the Service recommendation to include the BWC program as part of the 2026 capital and operating budget where further discussions will take place prior to final approval.

A 1.0% increase to the 2025 approved operating budget to support the service delivery model translates to approximately an additional 13 in authorized strength.

This increase included a base budget increase of 8.0% and *a growth increase of 5.4% for new staff position that also includes the BWC program.*

Council motion: 2026 budget guidance rate of 3.5% for the consolidated levy increase over the approved 2025 general levy.

As outlined in this report, the Service is anticipating a base budget increase of 7.3% plus 0.7% to fund capital assets to support service delivery. Funding to support growth pertaining to service delivery demand and innovation will require an additional 5.4% increase for a total forecasted 2026 operating budget of 13.4% over 2025 approved budget before indirect allocations. This 13.4% is approximately 3.52% increase to the general levy; however, to comply to Council motion the police portion would be 1.4% which translates to 3.5% increase over the approved 2025 operating budget.

The following table outlines the reduction to the 2026 base operating budget that would need to be realized to achieve Council's motion of 3.5% consolidated levy increase.

	2026 operating budget forecast % increase over 2025 approved budget	Council motion % increase over 2025 approved budget	Reduction to forecast
Base budget	7.3	3.5	-3.8
Capital financing	0.7	0.0	-0.7
Total base budget	8.0	3.5	-4.5

To comply with the motion by Council, the Service would be required to reduce the forecasted 2026 base budget of 8.0% (7.3% +0.7%) by 4.5%.

This defunding of the police would require a staffing reduction of approximately 50 sworn police officers (based on first-class constable wages) of the approved 2025 authorized strength of 860, as 91% of the gross expenditure budget is comprised of salary and benefits. In addition, prior to considering any budget that requires the reduction of members of the police service, the Board is required to first seek approval of the Inspector General pursuant to Section 53 of the CSPA. Under the CSPA, the Inspector General will be required to assess whether the Service is able to maintain the provision of adequate and effective policing under the CSPA and its Regulations considering the reduction of service members. Further, the CSPA requires that appropriate severance pay agreements are made with those impacted members, or alternatively that the matter of severance pay be referred to arbitration.

In addition to the staffing reductions, the Service would also be required to eliminate its request to increase capital funding of \$1,410,365.00, which would impact the proposed capital budget submission, holding our contributions to \$4,505,000.00. Capital projects for 2026 would need to be reviewed and reduced to account for the loss to this additional capital funding envelope.

Under the CSPA, municipalities are responsible to fund their local police services with the necessary assets to ensure public safety to the communities of the Region; this includes funding for capital equipment such as vehicles, facilities, equipment, and technologies. Without the proper capital funding levels included in the Service operating budget, this would have a direct impact on the Region's asset management plan, which is already significantly underfunded, as funds committed for the replacement of region assets will need to be diverted to fund police assets necessary to provide public safety under the CSPA.

Lastly, Council's motion of 3.5% does not account for growth, increased demands on service delivery or investment in new technologies such as BWC program, which will continue to place undue pressure on current staff to serve the public safety needs of a growing community.

In summary, prior to the commencement of the 2026 budget process the Service has updated its 2026 budget forecast to 13.4% (from 9.1% as reported in the 2025 budget). This report is a summary of the known budget pressures identified to date and reported to Region staff; however, the contents should not be understood as representing the final budget, which will be brought forward to the Police Service Board, planned for the October Finance Committee meeting.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

The budget preparation process is conducted in consideration of regional objectives, with efforts to balance the information requirements of the Region as outlined in the Municipal Act with the accountabilities of the Board under the CSPA.

Relevant Policy Considerations

- Municipal Act
- CSPA
- Region By-Law 2017-63 Budget Control for the Regional Municipality of Niagara
- Region By-Law 2019-79 Budget Planning Requirements for the Regional Municipality of Niagara
- By-Law 412-2024 Financial Reporting, Control and Procurement of Goods and Services in the Niagara Regional Police Service

Other Pertinent Reports

Not Applicable.

This report was prepared by Laura Rullo, Director, Finance and Asset Management, in consultation with Vita Gauley, General Council and recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:

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

Appendices

- Appendix 1 2026 Operating Budget Timetable
- Appendix 2 2026 Capital Budget Timetable

Appendix 1: 2026 Operating Budget Timetable

Program Change Kick-Off	February 17, 2025
Program Change Submissions Due to Supt/Directors	March 14
Program Changes Due to Finance	March 21
ELT Discussion on Program Changes to advance to Presentations	May 6
Budget Planning Report to Budget Review Committee of the Whole (BRCOTW)	May 22
Operating Base Budget Kick-Off	June 2
Program Change Presentations to Budget Committee	June 16- 19
2026 Budget Planning Report to Police Service Board (PSB)	June 26
Program Budgets (Form 1) due to Executive Leadership Team (ELT)	June 20
Executive Review of Program Budgets	June 23 to July 4
Program Base Budgets and Program Changes due to Finance	July 4
Consolidation and Preparation of 1st Draft by Finance	July 4 - August 1
Distribution of Budget Binder to ELT	August 4
Review by Executive Leadership Team	August 4 to August 12
1 st Round Budget Discussions with ELT	August 13
Final Budget Discussions with ELT	August 27
Service Based Discussion Presentation to BRCOTW	September 4 6:30 pm
Preparation of Consolidated Budget Package	August 28- September 26
Operating Budget Presentation to Police Service Board Finance Committee	October 16
Police Service Board 2026 Operating Budget Approval	October 23
Budget Delivered to Region Corporate Services	October 24
Budget Presentation at Regional BRCOTW	November 27 4:30 pm
Consolidated Levy Budget for Approval by BRCOTW	December 11
Consolidated Levy Budget for Approval by Regional Council	December 18

Appendix 2: 2026 Capital Budget Timetable

Capital Budget Kick-Off	February 17, 2025
Deadline for Submission of Capital Requests to Superintendents & Directors	March 14
Capital Projects due to Finance	March 21
ELT Discussion on Projects to advance Capital Asset Management Resource Assessment (CAMRA) Tool	April 2
Capital Projects scored through CAMRA	March 31 - April 11
ELT Discussion on CAMRA Results	April 16
Deadline for CAMRA Information to Region	May 12
Notification of Funded Capital Projects announced by Region	June 3
1 st Draft ELT Capital Budget Meeting – Approved under CAMRA & Other Priorities Submission	June 4
“Other Priorities” Funding Capital Project Submission to the Region	June 6
Director Asset Management Team review of Projects submitted for Other Priorities Funding	June 13
Capital Asset Management Steering Team (CAMST) meeting for “Other Priorities” Funding	June 19 (or June 27)
Final Capital Budget Submission and Approval by Command Team	July 6
Preparation of Consolidated Package, Board Report and Presentation	July 7 to August 27
Approval of Capital Budget at Police Service Board Finance Meeting	October 16
Budget Delivered to Regional Corporate Services	October 23
Consolidated Capital Budget to Regional BRCOTW	November 13
Consolidated Levy Budget for Approval by BRCOTW	December 11
Consolidated Levy Budget for Approval by Regional Council	December 18



NIAGARA REGIONAL POLICE SERVICE

Police Services Board Report

PUBLIC AGENDA

Subject: 2025 Budget – Service Partnership Funding Model
Report To: Chair and Members, Niagara Police Services Board
Report Date: 2025-06-02

Recommendation(s)

1. That the Niagara Police Service Board (Board) approve the enclosed Funding Agreements to be sent to Crime Stoppers of Niagara (Crime Stoppers), Kristen French Child Advocacy Centre (KFCAC), Victim Services Niagara (VSN) and Niagara Safety Village (Safety Village)
2. That the Board authorize Service Counsel to make minor adjustments to the agreements, as may be necessary, in consultation with Board Counsel.

Key Facts

- At the public meeting held October 31, 2024, the Board considered and approved the recommended Service Partnership Funding Model to officiate continued funding support from the Niagara Regional Police Service (NRPS) operating budget to four partnership agencies: Crime Stoppers, KFCAC, VSN, and Safety Village.
- The Board approved partnership funding for Crime Stoppers, KFCAC and VSN for a 3-year term, and approved Safety Village for a 2-year term.
- The Board directed that the Chief of Police prepare Memorandum of Understandings (MOU's) to support the funding partnerships with these four agencies.
- Funding agreements have been prepared that include those funding terms and amounts approved at the October 31, 2024, public meeting.

Financial Considerations

There are no additional financial considerations directly attributed to the approval of this report as the funding for the partner agencies was approved as part of the 2025 operating budget on October 31, 2024.

Analysis

At the July 25, 2024 meeting, the Board approved the Service's recommendation to implement a funding model framework that required each agency to apply for funding through an application process. A Service committee was formed to review and score applications against a matrix that was established and weighted towards alignment of

applications to the Service's mandate under the *Community Safety and Policing Act, 2019* (CSPA).

The four partners outlined in this report were recommended for continued funding with the recommendation that the funding model framework be further formalized by the creation of an MOU to outline the respective responsibilities of the parties. The enclosed funding agreements have been prepared for Board approval as form and contents to be used in furtherance of the continued formalization of this funding model.

Once the funding agreements are approved, they will be provided to the partner agencies for agreement and returned to the Board for maintenance.

Alternatives Reviewed

Not Applicable.

Relationship to Police Service/Board Strategic Priorities

The continued development of a funding model framework with formalized accountabilities and transparency, is consistent with the efforts to balance the information requirements of the Region and the Municipal Act within the budget preparation process, and the accountabilities of the Board under the CSPA.

Relevant Policy Considerations

- Municipal Act
- Community Safety and Policing Act 2019
- 2022-2025 Strategic Plan

Other Pertinent Reports

9.3–2024.10.31 Budget – Service Partnership Funding Model

This report was prepared by Vita Gauley, General Counsel, in consultation with Laura Rullo, Director Finance and Asset Management and recommended by Bill Fordy, Chief of Police.



Submitted by:

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

Appendices

Appendix A - Crime Stoppers of Niagara Funding Agreement
Appendix B - Kristen French Child Advocacy Centre Funding Agreement
Appendix C - Victim Services Niagara Funding Agreement
Appendix D - Niagara Safety Village Funding Agreement

APPENDIX A
FUNDING AGREEMENT

THE AGREEMENT is effective as of the **FIRST day of MONTH, 202X**

B E T W E E N :

Crime Stoppers of Niagara

(the “**Partner**”)

- and -

Niagara Regional Police Service Board

(the “**NRPSB**”)

BACKGROUND

- A. The Niagara Regional Police Service Board (“NRPSB”) has approved funding for certain community partners, including the Partner, to provide multi year funding from the NRPSB to the Partner for the express purpose of carrying out programs aligned with the NRPSB’s strategic plan and the Niagara Regional Police Service (“NRPS”) mandate;
- B. The Partner provides programs inline with the NRPSB Strategic Plan and NRPS mandate, has applied for funding under the funding framework created by the NRPSB and NRPS and been selected for funding as outlined herein;.
- C. The NRPSB wishes to provide funds to the Partner for the programs and duration as outlined herein.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- | | |
|----------------|--|
| Schedule “A” - | General Terms and Conditions |
| Schedule “B” - | Program Specific Information and Additional Provisions |
| Schedule “C” - | Program Description |
| Schedule “D” - | Budget |
| Schedule “E” - | Payment Plan; |
| Schedule “F” - | Reporting Requirements; and |

any amending agreement entered into as provided for in section 3.1,

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 The Partner acknowledges that:

- (a) The NRPSB is subject to reporting, funding and procurement directives and guidelines pursuant to the *Community Safety and Policing Act 2019*, and the *Municipal Act, 2001*
- (b) the Funds are to assist the Partner to carry out the Program(s);
- (c) the NRPS is not responsible for carrying out the Program unless specifically tasked within this Funding Agreement; and
- (d) the NRPS and NRPSB are bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the NRPS or NRPSB in connection with the Program(s) or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

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

**NIAGARA REGIONAL POLICE SERVICE BOARD
(NRPSB)**

Date

Chair Pat Chiocchio

**Crime Stoppers of Niagara
(Partner)**

Date

[name]
[position]

I/ We have authority to bind the Partner

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

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

“Agreement” means this agreement entered into between the Partner and the NRPSB, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

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

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

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

“Event of Default” has the meaning ascribed to it in section A10.1.

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

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on January 1 2025 and ending on December 31 2025; and
- (b) in the case of the second Funding Year, the period commencing on January 1 2026 and ending on December 31 2026; and

- (c) in the case of the third Funding Year, the period commencing on January 1 2027 and ending on December 31 2027.

“Funds/Funding” means the money the NRPSB provides to the Partner pursuant to this Agreement.

“Indemnified Parties” means the NRPSB, the NRPS inclusive of its agents, members, and employees.

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

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

“Notice Period” means the period of time within which the Partner is required to remedy an Event of Default pursuant to section A10.3(b), and includes any such period or periods of time by which the NRPSB extends that time in accordance with section A10.4.

“Parties” means the NRPSB, NRPS and the Partner.

“Party” means either the NRPSB, NRPS and the Partner.

“Program(s)” means the undertaking described in Schedule “C”.

“Report” means the report described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (a) procedures to enable the Partner's ongoing effective functioning;
- (b) decision-making mechanisms for the Partner;
- (c) procedures to enable the Partner to manage Funds prudently and effectively;
- (d) procedures to enable the Partner to complete the Program(s) successfully;
- (e) procedures to enable the Partner to identify risks to the completion of the Program(s) and strategies to address the identified risks, all in a timely manner;
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0; and
- (g) procedures to enable the Partner to address such other matters as the Partner considers necessary to enable the Partner to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on January 1 2025 and will expire on the Expiry Date unless terminated earlier pursuant to Article A9.0 or Article A10.0.

A4.0 FUNDS AND CARRYING OUT THE PROGRAM

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

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

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

- (a) the NRPSB is not obligated to provide any Funds to the Partner until the

Partner provides the certificates of insurance or other proof as the NRPSB may request pursuant to section A8.2;

- (b) the NRPSB is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the NRPSB may adjust the amount of Funds it provides to the Partner in any Funding Year based upon the NRPSB's assessment of the information the Partner provides to the NRPSB pursuant to section A6.1; or
- (d) if, pursuant to the *Municipal Act, 2019*, the NRPSB does not receive the necessary funding the Regional Municipality of Niagara for payment under the Agreement, the NRPSB is not obligated to make any such payment, and, as a consequence, the NRPSB may:
 - (i) reduce the amount of Funds and, in consultation with the Partner, change the Program; or
 - (ii) terminate the Agreement pursuant to section A9.1.

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

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

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Partner will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

A5.2 Conflict of Interest Includes. For the purposes of Article A5.0, a conflict of interest includes any circumstances where:

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

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

A5.3 Disclosure to NRPSB. The Partner will:

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

A6.0 REPORTS, ACCOUNTING, AND REVIEW

A6.1 Preparation and Submission. The Partner will:

- (a) submit to the NRPSB at the address referred to in section A14.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”, or in a form as specified by the NRPSB from time to time;
- (b) submit to the NRPSB at the address referred to in section A14.1, any other reports as may be requested by the NRPSB in accordance with the timelines and content requirements specified by the NRPSB;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the NRPSB; and
- (d) ensure that all Reports and other reports are signed on behalf of the Partner by an authorized signing officer.

A6.2 Record Maintenance. The Partner will keep and maintain:

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

A7.0 INDEMNITY

A7.1 Indemnification. The Partner will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with Partner’s participation in the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A8.0 INSURANCE

A8.1 Partner’s Insurance. The Partner represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance that a prudent charitable or not for profit organization would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage to an inclusive limit of not less than

the amount provided for in Schedule “B” per occurrence. The insurance policy will include the following:

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

A8.2 Proof of Insurance. The Partner will:

- (a) upon request of the NRPSB, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A8.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A8.1.

A9.0 TERMINATION ON NOTICE

A9.1 Termination on Notice. The NRPSB may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days’ Notice to the Partner.

A9.2 Consequences of Termination on Notice by the NRPSB. If the NRPSB terminates the Agreement pursuant to section A9.1, the NRPSB may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Partner the payment of any Funds remaining in the possession or under the control of the Partner; and
- (c) determine the reasonable costs for the Partner to wind down the Program(s), and do either or both of the following:
 - (i) permit the Partner to offset such costs against the amount the Partner owes pursuant to section A9.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Partner to cover such costs.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the NRPSB, the Partner breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of

the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Program;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested pursuant to section A6.1(b);
- (b) the Partner's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the NRPSB provides the Funds;
- (c) the Partner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Partner bankrupt, or applies for the appointment of a receiver; or
- (d) the Partner ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the NRPSB may, at any time, take one or more of the following actions:

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

A10.3 Opportunity to Remedy. If, in accordance with section A10.2(b), the NRPSB provides the Partner with an opportunity to remedy the Event of Default, the NRPSB will give Notice to the Partner of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A10.4 **Partner not Remedying.** If the NRPSB provided the Partner with an opportunity to remedy the Event of Default pursuant to section A10.2(b), and:

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

the NRPSB may extend the Notice Period, or initiate any one or more of the actions provided for in sections A10.2(a), (c), (d), (e), (f), (g), (h), and (i).

A10.5 **When Termination Effective.** Termination under Article A10.0 will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the NRPSB under Article A13.0, if the Partner has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the NRPSB may take one or both of the following actions:

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

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Partner will, upon expiry of the Agreement, pay to the NRPSB any Funds remaining in its possession or under its control.

A13.0 DEBT DUE AND PAYMENT

A13.1 **Payment of Overpayment.** If at any time the NRPSB provides Funds in excess of the amount to which the Partner is entitled under the Agreement, the NRPSB may:

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

A13.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the NRPSB demands from the Partner the payment of any Funds or an amount equal to any Funds; or

- (b) the Partner owes any Funds or an amount equal to any Funds to the NRPSB, whether or not the NRPSB has demanded their payment,

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

A13.3 Interest Rate. The NRPSB may charge the Partner interest on any money owing by the Partner at the then current interest rate charged by the Regional Municipality of Niagara on accounts receivable.

A13.4 Payment of Money to NRPSB. The Partner will pay any money owing to the NRPSB by cheque payable to the “Niagara Regional Police Service Board” and delivered to the NRPSB as provided for in Schedule “B”.

A14.0 NOTICE

A14.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the NRPSB and the Partner respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A14.2 Notice Given. Notice will be deemed to have been given:

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

A14.3 Postal Disruption. Despite section A14.2(a), in the event of a postal disruption:

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

A15.0 CONSENT BY NRPSB AND COMPLIANCE BY PARTNER

A15.1 Consent. When the NRPSB provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Partner will comply with such terms and conditions.

A16.0 SEVERABILITY OF PROVISIONS

A16.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A17.0 WAIVER

A17.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A14.0, ask the other Party to waive an obligation under the Agreement.

A17.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A17.1 will:

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

A18.0 INDEPENDENT PARTIES

A18.1 **Parties Independent.** The Partner is not an agent, joint venturer, partner, or employee of the NRPSB, and the Partner will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A19.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A19.1 **No Assignment.** The Partner will not, without the prior written consent of the NRPSB, assign any of its rights or obligations under the Agreement.

A19.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A20.0 GOVERNING LAW

A20.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A21.0 FURTHER ASSURANCES

A21.1 **Agreement into Effect.** The Partner will provide such further assurances as the NRPSB may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A22.0 JOINT AND SEVERAL LIABILITY

A22.1 **Joint and Several Liability.** Where the Partner is comprised of more than one entity, all such entities will be jointly and severally liable to the NRPSB for the fulfillment of the obligations of the Partner under the Agreement.

A23.0 RIGHTS AND REMEDIES CUMULATIVE

A23.1 **Rights and Remedies Cumulative.** The rights and remedies of the NRPSB under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A24.0 SURVIVAL

A24.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A6.1 (to the extent that the Partner has not provided the Reports or other reports as may have been requested to the satisfaction of the NRPSB), sections A6.2, A6.3, A6.4, A6.5, A6.6, Article A7.0, Article A8.0, section A8.2, sections A9.2, A19.3, sections A10.1, A10.2(d), (e), (f), (g) and (h), Article A13.0, Article A14.0, Article A16.0, section A17.0, Article A18.0, Article A19.0, Article A20.0, Article A22.0 and Article A23.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$150,000
Expiry Date	December 31, 2027
Insurance	\$ 1,000,000
Contact information for the purposes of Notice to the NRPS	<p>[Laura Rullo] [Director Finance and Asset Management] Niagara Regional Police Service 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: laura.rullo@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1008897</p>
Contact information for the purposes of Notice to the NRPSB	<p>Deb Reid Executive Director Niagara Regional Police Service Board 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: deb.reid@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1006022</p>
Contact information for the purposes of Notice to the Partner	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>
Contact information for the senior financial person in the Partner organization (e.g., CFO, CAO) – to respond as required to requests from the NRPSB related to the Agreement	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>

Additional Provisions: (None)

SCHEDULE "C"

PROGRAM DESCRIPTION

NIAGARA CRIME STOPPERS

C.1 Niagara Crime Stoppers

Crime Stoppers of Niagara is a non-profit organization that partners with the community, law enforcement, and the media to provide an anonymous platform for citizens to report information about crimes. The program offers rewards for tips that lead to arrests or solve cases, helping to enhance public safety in the Niagara Region. It relies on community involvement and support to operate effectively, encouraging individuals to play an active role in crime prevention while ensuring their anonymity.

C.2 Crime Stoppers of Niagara's Programs Supporting the Mandate of Police and Community Safety

1. Tip-Line Program:

Crime Stoppers of Niagara's core program, the anonymous tip-line, directly supports the Niagara Regional Police Services by providing a secure and confidential platform for citizens to report information about crimes. This program encourages community members to share valuable information without fear of retribution, leading to increased arrests, case resolutions, and enhanced public safety. The anonymity and reward structure foster community participation, empowering residents to take an active role in crime prevention.

2. "Be Aware...Take Care: A Safety Guide for Our Community" Presentation:

In partnership with the Niagara Elder Abuse Prevention Network, Crime Stoppers of Niagara co-hosts the "Be Aware...Take Care" presentation, which educates the public on recognizing and preventing frauds, scams, and elder abuse. This program aligns with the police mandate by equipping the community, particularly older adults, with the knowledge and tools to protect themselves both online and offline. The accompanying safety guide booklet, distributed free to attendees, provides additional resources, including a list of contacts for agencies that support older adults, further strengthening community safety.

3. Elder Abuse Awareness Campaign:

Crime Stoppers of Niagara is committed to raising awareness about elder abuse, a critical issue in our community. Through educational campaigns and collaboration with law enforcement and community organizations, we aim to protect vulnerable older adults and ensure they have access to the resources and support they need. This initiative directly supports police efforts to safeguard this at-risk population.

4. Human Trafficking Awareness Program:

Recognizing the growing concern of human trafficking in our region, Crime Stoppers of Niagara has developed an awareness program to educate the public about the signs of human trafficking and how to report suspicious activities. This program supports the police mandate by helping to identify and rescue victims, disrupt trafficking operations, and bring perpetrators to justice.

SCHEDULE "D"

BUDGET

**2025/2026/2027 NIAGARA REGIONAL POLICE SERVICE BOARD PARTNERSHIP FUNDING
TO:**

Crime Stoppers of Niagara

Crime Stoppers of Niagara	Funding 2025	Funding 2026	Funding 2027
Program Funding	\$50,000	\$50,000	\$50,000
Additional Resources	1 FT Constable Coordinator	1 FT Constable Coordinator	1 FT Constable Coordinator

SCHEDULE "E"

PAYMENT PLAN

Attached to and forming part of the Agreement between the **Niagara Regional Police Service** and **Crime Stoppers of Niagara** Effective January 1 2025:

1. PAYMENT SCHEDULE

- a) The Maximum Funds provided by the NRPSB up to the amount of **\$150,000** will be released to the Partner once the Agreement is signed.
- b) The Partner shall receive an annual funding allotment of \$50,000.00 for three funding years, 2025, 2026 and 2027.
- c) Funding shall be allocated to the Partner within each funding year as follows:
 - i) First installment: JANUARY 1 45%
 - ii) Second installment: JULY 1 45%
 - iii) Final installment: FINAL REPORT 10%
- d) The Funds provided by the NRPSB are for the purposes of contribution to the Partner for the Partner's actual expenditures for the delivery of the Programs items identified in Schedule C.

SCHEDULE "F"

REPORTING

The Partner shall provide the NRPSB with the following report(s) for the term of this Agreement.

F.1 REPORTS

The Partner shall provide the **NRPS Director Finance and Asset Management** with:

- a) An annual report that shall be deemed the Final Report Submission for release of the final funding installment of the funding year in the form set out below and shall be provided not later than December 31 of the funding year.
- b) The Partner may be required to provide such further or additional information as the NRPSB, acting reasonably, deems appropriate in approving the continued partnership funding to the Partner.
- c) Approval of the reports is at the sole discretion of the NRPSB.

[FORM]

APPENDIX B
FUNDING AGREEMENT

THE AGREEMENT is effective as of the **FIRST day of MONTH, 202X**

B E T W E E N :

Kristen French Child Advocacy Centre

(the “**Partner**”)

- and -

Niagara Regional Police Service Board

(the “**NRPSB**”)

BACKGROUND

- A. The Niagara Regional Police Service Board (“NRPSB”) has approved funding for certain community partners, including the Partner, to provide multi year funding from the NRPSB to the Partner for the express purpose of carrying out programs aligned with the NRPSB’s strategic plan and the Niagara Regional Police Service (“NRPS”) mandate;
- B. The Partner provides programs inline with the NRPSB Strategic Plan and NRPS mandate, has applied for funding under the funding framework created by the NRPSB and NRPS and been selected for funding as outlined herein;.
- C. The NRPSB wishes to provide funds to the Partner for the programs and duration as outlined herein.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- | | |
|----------------|--|
| Schedule “A” - | General Terms and Conditions |
| Schedule “B” - | Program Specific Information and Additional Provisions |
| Schedule “C” - | Program Description |
| Schedule “D” - | Budget |
| Schedule “E” - | Payment Plan; |
| Schedule “F” - | Reporting Requirements; and |

any amending agreement entered into as provided for in section 3.1,

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 The Partner acknowledges that:

- (a) The NRPSB is subject to reporting, funding and procurement directives and guidelines pursuant to the *Community Safety and Policing Act 2019*, and the *Municipal Act, 2001*
- (b) the Funds are to assist the Partner to carry out the Program(s);
- (c) the NRPS is not responsible for carrying out the Program unless specifically tasked within this Funding Agreement; and
- (d) the NRPS and NRPSB are bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the NRPS or NRPSB in connection with the Program(s) or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

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

**NIAGARA REGIONAL POLICE SERVICE BOARD
(NRPSB)**

Date

Chair Pat Chiocchio

**Kristen French Child Advocacy Centre
(Partner)**

Date

[name]
[position]

I/ We have authority to bind the Partner

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

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

“Agreement” means this agreement entered into between the Partner and the NRPSB, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

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

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

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

“Event of Default” has the meaning ascribed to it in section A10.1.

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

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on January 1 2025 and ending on December 31 2025; and
- (b) in the case of the second Funding Year, the period commencing on January 1 2026 and ending on December 31 2026; and

- (c) in the case of the third Funding Year, the period commencing on January 1 2027 and ending on December 31 2027.

“Funds/Funding” means the money the NRPSB provides to the Partner pursuant to this Agreement.

“Indemnified Parties” means the NRPSB, the NRPS inclusive of its agents, members, and employees.

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

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

“Notice Period” means the period of time within which the Partner is required to remedy an Event of Default pursuant to section A10.3(b), and includes any such period or periods of time by which the NRPSB extends that time in accordance with section A10.4.

“Parties” means the NRPSB, NRPS and the Partner.

“Party” means either the NRPSB, NRPS and the Partner.

“Program(s)” means the undertaking described in Schedule “C”.

“Report” means the report described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (a) procedures to enable the Partner's ongoing effective functioning;
- (b) decision-making mechanisms for the Partner;
- (c) procedures to enable the Partner to manage Funds prudently and effectively;
- (d) procedures to enable the Partner to complete the Program(s) successfully;
- (e) procedures to enable the Partner to identify risks to the completion of the Program(s) and strategies to address the identified risks, all in a timely manner;
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0; and
- (g) procedures to enable the Partner to address such other matters as the Partner considers necessary to enable the Partner to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on January 1 2025 and will expire on the Expiry Date unless terminated earlier pursuant to Article A9.0 or Article A10.0.

A4.0 FUNDS AND CARRYING OUT THE PROGRAM

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

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

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

- (a) the NRPSB is not obligated to provide any Funds to the Partner until the

Partner provides the certificates of insurance or other proof as the NRPSB may request pursuant to section A8.2;

- (b) the NRPSB is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the NRPSB may adjust the amount of Funds it provides to the Partner in any Funding Year based upon the NRPSB's assessment of the information the Partner provides to the NRPSB pursuant to section A6.1; or
- (d) if, pursuant to the *Municipal Act, 2019*, the NRPSB does not receive the necessary funding the Regional Municipality of Niagara for payment under the Agreement, the NRPSB is not obligated to make any such payment, and, as a consequence, the NRPSB may:
 - (i) reduce the amount of Funds and, in consultation with the Partner, change the Program; or
 - (ii) terminate the Agreement pursuant to section A9.1.

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

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

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Partner will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

A5.2 Conflict of Interest Includes. For the purposes of Article A5.0, a conflict of interest includes any circumstances where:

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

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

A5.3 Disclosure to NRPSB. The Partner will:

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

A6.0 REPORTS, ACCOUNTING, AND REVIEW

A6.1 Preparation and Submission. The Partner will:

- (a) submit to the NRPSB at the address referred to in section A14.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the NRPSB from time to time;
- (b) submit to the NRPSB at the address referred to in section A14.1, any other reports as may be requested by the NRPSB in accordance with the timelines and content requirements specified by the NRPSB;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the NRPSB; and
- (d) ensure that all Reports and other reports are signed on behalf of the Partner by an authorized signing officer.

A6.2 Record Maintenance. The Partner will keep and maintain:

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

A7.0 INDEMNITY

A7.1 Indemnification. The Partner will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with Partner's participation in the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A8.0 INSURANCE

A8.1 Partner's Insurance. The Partner represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance that a prudent charitable or not for profit organization would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage to an inclusive limit of not less than

the amount provided for in Schedule “B” per occurrence. The insurance policy will include the following:

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

A8.2 Proof of Insurance. The Partner will:

- (a) upon request of the NRPSB, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A8.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A8.1.

A9.0 TERMINATION ON NOTICE

A9.1 Termination on Notice. The NRPSB may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days’ Notice to the Partner.

A9.2 Consequences of Termination on Notice by the NRPSB. If the NRPSB terminates the Agreement pursuant to section A9.1, the NRPSB may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Partner the payment of any Funds remaining in the possession or under the control of the Partner; and
- (c) determine the reasonable costs for the Partner to wind down the Program(s), and do either or both of the following:
 - (i) permit the Partner to offset such costs against the amount the Partner owes pursuant to section A9.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Partner to cover such costs.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the NRPSB, the Partner breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of

the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Program;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested pursuant to section A6.1(b);
- (b) the Partner's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the NRPSB provides the Funds;
- (c) the Partner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Partner bankrupt, or applies for the appointment of a receiver; or
- (d) the Partner ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the NRPSB may, at any time, take one or more of the following actions:

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

A10.3 Opportunity to Remedy. If, in accordance with section A10.2(b), the NRPSB provides the Partner with an opportunity to remedy the Event of Default, the NRPSB will give Notice to the Partner of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A10.4 **Partner not Remedying.** If the NRPSB provided the Partner with an opportunity to remedy the Event of Default pursuant to section A10.2(b), and:

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

the NRPSB may extend the Notice Period, or initiate any one or more of the actions provided for in sections A10.2(a), (c), (d), (e), (f), (g), (h), and (i).

A10.5 **When Termination Effective.** Termination under Article A10.0 will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the NRPSB under Article A13.0, if the Partner has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the NRPSB may take one or both of the following actions:

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

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Partner will, upon expiry of the Agreement, pay to the NRPSB any Funds remaining in its possession or under its control.

A13.0 DEBT DUE AND PAYMENT

A13.1 **Payment of Overpayment.** If at any time the NRPSB provides Funds in excess of the amount to which the Partner is entitled under the Agreement, the NRPSB may:

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

A13.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the NRPSB demands from the Partner the payment of any Funds or an amount equal to any Funds; or

- (b) the Partner owes any Funds or an amount equal to any Funds to the NRPSB, whether or not the NRPSB has demanded their payment,

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

A13.3 Interest Rate. The NRPSB may charge the Partner interest on any money owing by the Partner at the then current interest rate charged by the Regional Municipality of Niagara on accounts receivable.

A13.4 Payment of Money to NRPSB. The Partner will pay any money owing to the NRPSB by cheque payable to the “Niagara Regional Police Service Board” and delivered to the NRPSB as provided for in Schedule “B”.

A14.0 NOTICE

A14.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the NRPSB and the Partner respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A14.2 Notice Given. Notice will be deemed to have been given:

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

A14.3 Postal Disruption. Despite section A14.2(a), in the event of a postal disruption:

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

A15.0 CONSENT BY NRPSB AND COMPLIANCE BY PARTNER

A15.1 Consent. When the NRPSB provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Partner will comply with such terms and conditions.

A16.0 SEVERABILITY OF PROVISIONS

A16.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A17.0 WAIVER

A17.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A14.0, ask the other Party to waive an obligation under the Agreement.

A17.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A17.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A18.0 INDEPENDENT PARTIES

A18.1 **Parties Independent.** The Partner is not an agent, joint venturer, partner, or employee of the NRPSB, and the Partner will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A19.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A19.1 **No Assignment.** The Partner will not, without the prior written consent of the NRPSB, assign any of its rights or obligations under the Agreement.

A19.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A20.0 GOVERNING LAW

A20.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A21.0 FURTHER ASSURANCES

A21.1 **Agreement into Effect.** The Partner will provide such further assurances as the NRPSB may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A22.0 JOINT AND SEVERAL LIABILITY

A22.1 **Joint and Several Liability.** Where the Partner is comprised of more than one entity, all such entities will be jointly and severally liable to the NRPSB for the fulfillment of the obligations of the Partner under the Agreement.

A23.0 RIGHTS AND REMEDIES CUMULATIVE

A23.1 **Rights and Remedies Cumulative.** The rights and remedies of the NRPSB under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A24.0 SURVIVAL

A24.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A6.1 (to the extent that the Partner has not provided the Reports or other reports as may have been requested to the satisfaction of the NRPSB), sections A6.2, A6.3, A6.4, A6.5, A6.6, Article A7.0, Article A8.0, section A8.2, sections A9.2, A19.3, sections A10.1, A10.2(d), (e), (f), (g) and (h), Article A13.0, Article A14.0, Article A16.0, section A17.0, Article A18.0, Article A19.0, Article A20.0, Article A22.0 and Article A23.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$312,500
Expiry Date	December 31, 2027
Insurance	\$ 1,000,000
Contact information for the purposes of Notice to the NRPS	<p>[Laura Rullo] [Director Finance and Asset Management] Niagara Regional Police Service 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: laura.rullo@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1008897</p>
Contact information for the purposes of Notice to the NRPSB	<p>Deb Reid Executive Director Niagara Regional Police Service Board 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: deb.reid@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1006022</p>
Contact information for the purposes of Notice to the Partner	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>
Contact information for the senior financial person in the Partner organization (e.g., CFO, CAO) – to respond as required to requests from the NRPSB related to the Agreement	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>

Additional Provisions: (None)

SCHEDULE “C”

PROGRAM DESCRIPTION

KRISTEN FRENCH CHILD ADVOCACY CENTRE

C.1 Kristen French Child Advocacy Centre

The Kristen French Child Advocacy Centre is a charitable, community supported organization serving Niagara's 12 municipalities helping children, youth and families cope with the life altering impact of physical or sexual abuse, neglect, or of being an unwilling witness to violence.

The Centre provides a child-focused and private environment, providing a safe and nonthreatening place for children and youth to disclose their experience of abuse to specially trained teams from the Niagara Regional Police (Service) and Family and Children's Services Niagara who respectively, investigate to determine criminal charges and protection needs.

In addition, the Centre offers a range of support services designed to help young victims heal, including one-on-one counselling, play therapy, and social support programs like art therapy and therapeutic yoga. In addition to direct support services, KFCAC operates Camp Acorn, Niagara's first and only trauma-informed day camp, and the 'Kids First Project,' an Education & Outreach service aimed at prevention that delivers no-cost presentations to school boards from kindergarten to grade 12, addressing a variety of critical issues including human trafficking, and internet safety.

C.2 Kristen French Child Advocacy Centre's Programs Supporting the Mandate of Police and Community Safety

1. Child Abuse Investigation Support (Victim Support):

KFCAC provides a child-focused, private environment where children and youth can safely disclose their experiences of abuse to specially trained teams from the Niagara Regional Police Service and Family and Children's Services Niagara. This collaboration ensures that investigations are conducted in a non-threatening environment, reducing the trauma for young victims and supporting the police in determining criminal charges. For investigations, the NRPS currently has access to dedicated private office space, an observation room, two interview rooms, use of common areas and two private waiting rooms.

2. One-on-One Counselling and Therapeutic Programs (Victim Support):

The Centre offers a range of therapeutic services, including individual counselling, play therapy, art therapy, and therapeutic yoga. These programs help young victims heal from the trauma of abuse, neglect, or witnessing violence, contributing to crime prevention by addressing the long-term effects of childhood trauma and reducing the likelihood of future victimization or criminal behaviour. All children and youth under 18 who come through an investigation can access these programs and services at no cost and without a wait list.

3. Education & Outreach (Crime Prevention):

The Kid's First Project delivers no-cost presentations to school boards from kindergarten to grade 12, focusing on prevention and education around issues such as human trafficking, and internet safety. In 2023, we delivered 580 presentations in 65 schools to 3,139 students in Niagara. By educating children and youth, the Kids First Project supports the police mandate of crime prevention and public safety. Though our social media presence, we reinforce these messages in efforts to prevent future occurrences.

SCHEDULE "D"

BUDGET

**2025/2026/2027 NIAGARA REGIONAL POLICE SERVICE BOARD PARTNERSHIP FUNDING
TO:**

Kristen French Child Advocacy Centre

Kristen French Child Advocacy Centre	Funding 2025	Funding 2026	Funding 2027
Program Funding	\$100,000	\$100,000	\$112,500

SCHEDULE "E"

PAYMENT PLAN

Attached to and forming part of the Agreement between the **Niagara Regional Police Service** and **Kristen French Child Advocacy Centre** Effective January 1 2025:

1. PAYMENT SCHEDULE

- a) The Maximum Funds provided by the NRPSB up to the amount of **\$312,500** will be released to the Partner once the Agreement is signed.
- b) The Partner shall receive an annual funding allotment of \$100,000.00 for two funding years, 2025 and 2026 and an annual funding allotment of \$112,500 for one funding year in 2027.
- c) Funding shall be allocated to the Partner within each funding year as follows:
 - i) First installment: JANUARY 1 45%
 - ii) Second installment: JULY 1 45%
 - iii) Final installment: FINAL REPORT 10%
- d) The Funds provided by the NRPSB are for the purposes of contribution to the Partner for the Partner's actual expenditures for the delivery of the Programs items identified in Schedule C.

SCHEDULE "F"

REPORTING

The Partner shall provide the NRPSB with the following report(s) for the term of this Agreement.

F.1 REPORTS

The Partner shall provide the **NRPS Director Finance and Asset Management** with:

- a) An annual report that shall be deemed the Final Report Submission for release of the final funding installment of the funding year in the form set out below and shall be provided not later than December 31 of the funding year.
- b) The Partner may be required to provide such further or additional information as the NRPSB, acting reasonably, deems appropriate in approving the continued partnership funding to the Partner.
- c) Approval of the reports is at the sole discretion of the NRPSB.

[FORM]

APPENDIX C
FUNDING AGREEMENT

THE AGREEMENT is effective as of the **FIRST day of MONTH, 202X**

B E T W E E N :

Victim Services Niagara

(the “**Partner**”)

- and -

Niagara Regional Police Service Board

(the “**NRPSB**”)

BACKGROUND

- A. The Niagara Regional Police Service Board (“NRPSB”) has approved funding for certain community partners, including the Partner, to provide multi year funding from the NRPSB to the Partner for the express purpose of carrying out programs aligned with the NRPSB’s strategic plan and the Niagara Regional Police Service (“NRPS”) mandate;
- B. The Partner provides programs inline with the NRPSB Strategic Plan and NRPS mandate, has applied for funding under the funding framework created by the NRPSB and NRPS and been selected for funding as outlined herein;.
- C. The NRPSB wishes to provide funds to the Partner for the programs and duration as outlined herein.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Program Specific Information and Additional Provisions
- Schedule “C” - Program Description
- Schedule “D” - Budget
- Schedule “E” - Payment Plan;
- Schedule “F” - Reporting Requirements; and

any amending agreement entered into as provided for in section 3.1,

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 The Partner acknowledges that:

- (a) The NRPSB is subject to reporting, funding and procurement directives and guidelines pursuant to the *Community Safety and Policing Act 2019*, and the *Municipal Act, 2001*
- (b) the Funds are to assist the Partner to carry out the Program(s);
- (c) the NRPS is not responsible for carrying out the Program unless specifically tasked within this Funding Agreement; and
- (d) the NRPS and NRPSB are bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the NRPS or NRPSB in connection with the Program(s) or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

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

**NIAGARA REGIONAL POLICE SERVICE BOARD
(NRPSB)**

Date

Chair Pat Chiocchio

**Victim Services Niagara
(Partner)**

Date

[name]
[position]

I/ We have authority to bind the Partner

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

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

“Agreement” means this agreement entered into between the Partner and the NRPSB, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

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

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

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

“Event of Default” has the meaning ascribed to it in section A10.1.

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

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on January 1 2025 and ending on December 31 2025; and
- (b) in the case of the second Funding Year, the period commencing on January 1 2026 and ending on December 31 2026; and

- (c) in the case of the third Funding Year, the period commencing on January 1 2027 and ending on December 31 2027.

“Funds/Funding” means the money the NRPSB provides to the Partner pursuant to this Agreement.

“Indemnified Parties” means the NRPSB, the NRPS inclusive of its agents, members, and employees.

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

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

“Notice Period” means the period of time within which the Partner is required to remedy an Event of Default pursuant to section A10.3(b), and includes any such period or periods of time by which the NRPSB extends that time in accordance with section A10.4.

“Parties” means the NRPSB, NRPS and the Partner.

“Party” means either the NRPSB, NRPS and the Partner.

“Program(s)” means the undertaking described in Schedule “C”.

“Report” means the report described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (a) procedures to enable the Partner's ongoing effective functioning;
- (b) decision-making mechanisms for the Partner;
- (c) procedures to enable the Partner to manage Funds prudently and effectively;
- (d) procedures to enable the Partner to complete the Program(s) successfully;
- (e) procedures to enable the Partner to identify risks to the completion of the Program(s) and strategies to address the identified risks, all in a timely manner;
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0; and
- (g) procedures to enable the Partner to address such other matters as the Partner considers necessary to enable the Partner to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on January 1 2025 and will expire on the Expiry Date unless terminated earlier pursuant to Article A9.0 or Article A10.0.

A4.0 FUNDS AND CARRYING OUT THE PROGRAM

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

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

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

- (a) the NRPSB is not obligated to provide any Funds to the Partner until the

Partner provides the certificates of insurance or other proof as the NRPSB may request pursuant to section A8.2;

- (b) the NRPSB is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the NRPSB may adjust the amount of Funds it provides to the Partner in any Funding Year based upon the NRPSB's assessment of the information the Partner provides to the NRPSB pursuant to section A6.1; or
- (d) if, pursuant to the *Municipal Act, 2019*, the NRPSB does not receive the necessary funding the Regional Municipality of Niagara for payment under the Agreement, the NRPSB is not obligated to make any such payment, and, as a consequence, the NRPSB may:
 - (i) reduce the amount of Funds and, in consultation with the Partner, change the Program; or
 - (ii) terminate the Agreement pursuant to section A9.1.

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

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

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Partner will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

A5.2 Conflict of Interest Includes. For the purposes of Article A5.0, a conflict of interest includes any circumstances where:

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

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

A5.3 Disclosure to NRPSB. The Partner will:

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

A6.0 REPORTS, ACCOUNTING, AND REVIEW

A6.1 Preparation and Submission. The Partner will:

- (a) submit to the NRPSB at the address referred to in section A14.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”, or in a form as specified by the NRPSB from time to time;
- (b) submit to the NRPSB at the address referred to in section A14.1, any other reports as may be requested by the NRPSB in accordance with the timelines and content requirements specified by the NRPSB;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the NRPSB; and
- (d) ensure that all Reports and other reports are signed on behalf of the Partner by an authorized signing officer.

A6.2 Record Maintenance. The Partner will keep and maintain:

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

A7.0 INDEMNITY

A7.1 Indemnification. The Partner will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with Partner’s participation in the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A8.0 INSURANCE

A8.1 Partner’s Insurance. The Partner represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance that a prudent charitable or not for profit organization would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage to an inclusive limit of not less than

the amount provided for in Schedule “B” per occurrence. The insurance policy will include the following:

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

A8.2 Proof of Insurance. The Partner will:

- (a) upon request of the NRPSB, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A8.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A8.1.

A9.0 TERMINATION ON NOTICE

A9.1 Termination on Notice. The NRPSB may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days’ Notice to the Partner.

A9.2 Consequences of Termination on Notice by the NRPSB. If the NRPSB terminates the Agreement pursuant to section A9.1, the NRPSB may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Partner the payment of any Funds remaining in the possession or under the control of the Partner; and
- (c) determine the reasonable costs for the Partner to wind down the Program(s), and do either or both of the following:
 - (i) permit the Partner to offset such costs against the amount the Partner owes pursuant to section A9.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Partner to cover such costs.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the NRPSB, the Partner breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of

the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Program;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested pursuant to section A6.1(b);
- (b) the Partner's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the NRPSB provides the Funds;
- (c) the Partner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Partner bankrupt, or applies for the appointment of a receiver; or
- (d) the Partner ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the NRPSB may, at any time, take one or more of the following actions:

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

A10.3 Opportunity to Remedy. If, in accordance with section A10.2(b), the NRPSB provides the Partner with an opportunity to remedy the Event of Default, the NRPSB will give Notice to the Partner of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A10.4 **Partner not Remediating.** If the NRPSB provided the Partner with an opportunity to remedy the Event of Default pursuant to section A10.2(b), and:

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

the NRPSB may extend the Notice Period, or initiate any one or more of the actions provided for in sections A10.2(a), (c), (d), (e), (f), (g), (h), and (i).

A10.5 **When Termination Effective.** Termination under Article A10.0 will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the NRPSB under Article A13.0, if the Partner has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the NRPSB may take one or both of the following actions:

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

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Partner will, upon expiry of the Agreement, pay to the NRPSB any Funds remaining in its possession or under its control.

A13.0 DEBT DUE AND PAYMENT

A13.1 **Payment of Overpayment.** If at any time the NRPSB provides Funds in excess of the amount to which the Partner is entitled under the Agreement, the NRPSB may:

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

A13.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the NRPSB demands from the Partner the payment of any Funds or an amount equal to any Funds; or

- (b) the Partner owes any Funds or an amount equal to any Funds to the NRPSB, whether or not the NRPSB has demanded their payment,

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

A13.3 Interest Rate. The NRPSB may charge the Partner interest on any money owing by the Partner at the then current interest rate charged by the Regional Municipality of Niagara on accounts receivable.

A13.4 Payment of Money to NRPSB. The Partner will pay any money owing to the NRPSB by cheque payable to the “Niagara Regional Police Service Board” and delivered to the NRPSB as provided for in Schedule “B”.

A14.0 NOTICE

A14.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the NRPSB and the Partner respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A14.2 Notice Given. Notice will be deemed to have been given:

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

A14.3 Postal Disruption. Despite section A14.2(a), in the event of a postal disruption:

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

A15.0 CONSENT BY NRPSB AND COMPLIANCE BY PARTNER

A15.1 Consent. When the NRPSB provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Partner will comply with such terms and conditions.

A16.0 SEVERABILITY OF PROVISIONS

A16.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A17.0 WAIVER

A17.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A14.0, ask the other Party to waive an obligation under the Agreement.

A17.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A17.1 will:

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

A18.0 INDEPENDENT PARTIES

A18.1 **Parties Independent.** The Partner is not an agent, joint venturer, partner, or employee of the NRPSB, and the Partner will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A19.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A19.1 **No Assignment.** The Partner will not, without the prior written consent of the NRPSB, assign any of its rights or obligations under the Agreement.

A19.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A20.0 GOVERNING LAW

A20.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A21.0 FURTHER ASSURANCES

A21.1 **Agreement into Effect.** The Partner will provide such further assurances as the NRPSB may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A22.0 JOINT AND SEVERAL LIABILITY

A22.1 **Joint and Several Liability.** Where the Partner is comprised of more than one entity, all such entities will be jointly and severally liable to the NRPSB for the fulfillment of the obligations of the Partner under the Agreement.

A23.0 RIGHTS AND REMEDIES CUMULATIVE

A23.1 **Rights and Remedies Cumulative.** The rights and remedies of the NRPSB under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A24.0 SURVIVAL

A24.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A6.1 (to the extent that the Partner has not provided the Reports or other reports as may have been requested to the satisfaction of the NRPSB), sections A6.2, A6.3, A6.4, A6.5, A6.6, Article A7.0, Article A8.0, section A8.2, sections A9.2, A19.3, sections A10.1, A10.2(d), (e), (f), (g) and (h), Article A13.0, Article A14.0, Article A16.0, section A17.0, Article A18.0, Article A19.0, Article A20.0, Article A22.0 and Article A23.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$287,500
Expiry Date	December 31, 2027
Insurance	\$ 1,000,000
Contact information for the purposes of Notice to the NRPS	<p>[Laura Rullo] [Director Finance and Asset Management] Niagara Regional Police Service 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: laura.rullo@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1008897</p>
Contact information for the purposes of Notice to the NRPSB	<p>Deb Reid Executive Director Niagara Regional Police Service Board 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: deb.reid@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1006022</p>
Contact information for the purposes of Notice to the Partner	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>
Contact information for the senior financial person in the Partner organization (e.g., CFO, CAO) – to respond as required to requests from the NRPSB related to the Agreement	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>

Additional Provisions: (None)

SCHEDULE “C”

PROGRAM DESCRIPTION

VICTIM SERVICES NIAGARA

C.1 Victim Services Niagara

Victim Services Niagara (VSN) is a non-profit organization partially funded by the Ministry of Children, Community and Social Services. VSN supports victims/survivors/witnesses/ and their family by providing emotional support, practical assistance, and system navigation in the aftermath of a crime, tragedy, or disaster. These supports are available to those who live or are visiting the Niagara Region 24 hrs a day, 7 days a week. Highly trained staff supported by volunteers, provide critical incident stress reaction and grief support, safety planning, system navigation, and community referrals to those in need.

C.2 Victim Services Niagara’s Programs Supporting the Mandate of Police and Community Safety

The programs and services provided by Victim Services Niagara (VSN), directly correlate with the police mandate of serving and protecting residents and visitors within the Regional Municipality of Niagara. All cases referred to VSN become a part of the Victim Crisis Assistance Ontario (VCAO) program. Through this program VSN offers phone and on scene support 24hrs a day, 7 days a week to victims/survivors/witnesses/family members of a crime, tragedy, or disaster. VSN will provide emotional support, practical assistance, and system navigation in the aftermath of a crime or tragic event to individuals who are living in or visiting the Niagara Region. During the 2023-2024 fiscal year VSN received 1591 unique cases which equated to 1764 clients served. NRPS provided 946 of the 1591 cases referred. For the first quarter of this new fiscal year (April 1st – July 31st 2024-2025), VSN has received 837 unique cases translating to 1120 clients served. NRPS has provided 475 of the 837 referrals, which illustrates the increasing need and strength of the collaboration. Referrals for sudden deaths and assistance with death notifications including suicide, age or medical related, and motor vehicle fatalities are the highest number of cases referred for tragic circumstance. VSN provided assistance in 189 sudden death cases in the 2023-2024 fiscal year and 84 cases in the first quarter of the 2024-2025 fiscal year. Supporting clients in these scenarios often requires emotional support, system navigation and referrals for funeral arrangements, coroner information, emergency scene clean up funding, and financial support. VSN provides these supports to meet the family’s needs while police focus on the requirements of the investigation.

Victim Services offers practical assistance in many ways, including through the Ministry’s Victim Quick Response Program+ (VQRP+). This program is designed by the Ministry to support direct victims, immediate family members, and witnesses in the immediate aftermath of violent crimes by providing short-term financial support for essential expenses. This program is meant to lessen the impact of the crime, enhance their safety, and meet the immediate practical needs that arise after a crime has taken place. VSN staff assess each referral for risk, need, and eligibility for this program. If appropriate, staff will assist the victim/survivor in completing the steps to apply for the items or services needed. Staff will apply for necessary funding, advocate with the Ministry for the allocation of said funding, purchase necessary items and provide follow ups with the victim/survivors to ensure all needs are met. During the 2023-2024 fiscal year, VSN was successful in getting 1076 applications approved through the VQRP+ program.

When clients identify as being fearful or are at high risk of revictimization, VSN will offer individualized Safety Planning to lessen the risk and empower the victims/survivors to take back control of their safety. Each safety plan is created with the victim/survivor to ensure their needs are met. Safety planning is a client-centered process that recognizes the client’s autonomy as they know themselves, their situation,

and the accused best. VSN staff guide the conversation to ensure all aspects of safety are being reviewed including the individual's safety in the community, in their home, at work/school, and while travelling. Staff then provide suggestions for safety items or routine changes that may be effective in keeping them safe while continuing with their daily lives. VSN staff completed 730 safety plans in the 2023-2024 fiscal year.

SCHEDULE "D"

BUDGET

**2025/2026/2027 NIAGARA REGIONAL POLICE SERVICE BOARD PARTNERSHIP FUNDING
TO:**

Victim Services Niagara

Victim Services Niagara	Funding 2025	Funding 2026	Funding 2027
Program Funding	\$75,000	\$100,000	\$112,500

SCHEDULE "E"

PAYMENT PLAN

Attached to and forming part of the Agreement between the **Niagara Regional Police Service** and **Victim Services Niagara** Effective January 1 2025:

1. PAYMENT SCHEDULE

- a) The Maximum Funds provided by the NRPSB up to the amount of **\$287,500** will be released to the Partner once the Agreement is signed.
- b) The Partner shall receive an annual funding allotment of \$75,000.00 for one funding year in 2025, an annual allotment of \$100,000.00 for one funding year in 2026 and an annual funding allotment of \$112,500 for one funding year in 2027.
- c) Funding shall be allocated to the Partner within each funding year as follows:
 - i) First installment: JANUARY 1 45%
 - ii) Second installment: JULY 1 45%
 - iii) Final installment: FINAL REPORT 10%
- d) The Funds provided by the NRPSB are for the purposes of contribution to the Partner for the Partner's actual expenditures for the delivery of the Programs items identified in Schedule C.

SCHEDULE "F"

REPORTING

The Partner shall provide the NRPSB with the following report(s) for the term of this Agreement.

F.1 REPORTS

The Partner shall provide the **NRPS Director Finance and Asset Management** with:

- a) An annual report that shall be deemed the Final Report Submission for release of the final funding installment of the funding year in the form set out below and shall be provided not later than December 31 of the funding year.
- b) The Partner may be required to provide such further or additional information as the NRPSB, acting reasonably, deems appropriate in approving the continued partnership funding to the Partner.
- c) Approval of the reports is at the sole discretion of the NRPSB.

[FORM]

APPENDIX D
FUNDING AGREEMENT

THE AGREEMENT is effective as of the **FIRST day of MONTH, 202X**

B E T W E E N :

Niagara Safety Village

(the “**Partner**”)

- and -

Niagara Regional Police Service Board

(the “**NRPSB**”)

BACKGROUND

- A. The Niagara Regional Police Service Board (“NRPSB”) has approved funding for certain community partners, including the Partner, to provide multi year funding from the NRPSB to the Partner for the express purpose of carrying out programs aligned with the NRPSB’s strategic plan and the Niagara Regional Police Service (“NRPS”) mandate;
- B. The Partner provides programs inline with the NRPSB Strategic Plan and NRPS mandate, has applied for funding under the funding framework created by the NRPSB and NRPS and been selected for funding as outlined herein;.
- C. The NRPSB wishes to provide funds to the Partner for the programs and duration as outlined herein.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Program Specific Information and Additional Provisions
- Schedule “C” - Program Description
- Schedule “D” - Budget
- Schedule “E” - Payment Plan;
- Schedule “F” - Reporting Requirements; and

any amending agreement entered into as provided for in section 3.1,

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 The Partner acknowledges that:

- (a) The NRPSB is subject to reporting, funding and procurement directives and guidelines pursuant to the *Community Safety and Policing Act 2019*, and the *Municipal Act, 2001*
- (b) the Funds are to assist the Partner to carry out the Program(s);
- (c) the NRPS is not responsible for carrying out the Program unless specifically tasked within this Funding Agreement; and
- (d) the NRPS and NRPSB are bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the NRPS or NRPSB in connection with the Program(s) or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

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

**NIAGARA REGIONAL POLICE SERVICE BOARD
(NRPSB)**

Date

Chair Pat Chiocchio

**Niagara Safety Village
(Partner)**

Date

[name]
[position]

I/ We have authority to bind the Partner

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

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

“Agreement” means this agreement entered into between the Partner and the NRPSB, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

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

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

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

“Event of Default” has the meaning ascribed to it in section A10.1.

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

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on January 1 2025 and ending on December 31 2025; and
- (b) in the case of the second Funding Year, the period commencing on January 1 2026 and ending on December 31 2026.

“Funds/Funding” means the money the NRPSB provides to the Partner pursuant to this Agreement.

“Indemnified Parties” means the NRPSB, the NRPS inclusive of its agents, members, and employees.

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

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

“Notice Period” means the period of time within which the Partner is required to remedy an Event of Default pursuant to section A10.3(b), and includes any such period or periods of time by which the NRPSB extends that time in accordance with section A10.4.

“Parties” means the NRPSB, NRPS and the Partner.

“Party” means either the NRPSB, NRPS and the Partner.

“Program(s)” means the undertaking described in Schedule “C”.

“Report” means the report described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

- A2.3 **Governance.** The Partner represents, warrants, and covenants that it has, will maintain in writing, and will follow:
- (a) procedures to enable the Partner's ongoing effective functioning;
 - (b) decision-making mechanisms for the Partner;
 - (c) procedures to enable the Partner to manage Funds prudently and effectively;
 - (d) procedures to enable the Partner to complete the Program(s) successfully;
 - (e) procedures to enable the Partner to identify risks to the completion of the Program(s) and strategies to address the identified risks, all in a timely manner;
 - (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0; and
 - (g) procedures to enable the Partner to address such other matters as the Partner considers necessary to enable the Partner to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

- A3.1 **Term.** The term of the Agreement will commence on January 1 2025 and will expire on the Expiry Date unless terminated earlier pursuant to Article A9.0 or Article A10.0.

A4.0 FUNDS AND CARRYING OUT THE PROGRAM

- A4.1 **Funds Provided.** The NRPSB will:

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

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

- (a) the NRPSB is not obligated to provide any Funds to the Partner until the Partner provides the certificates of insurance or other proof as the NRPSB may

request pursuant to section A8.2;

- (b) the NRPSB is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the NRPSB may adjust the amount of Funds it provides to the Partner in any Funding Year based upon the NRPSB's assessment of the information the Partner provides to the NRPSB pursuant to section A6.1; or
- (d) if, pursuant to the *Municipal Act, 2019*, the NRPSB does not receive the necessary funding the Regional Municipality of Niagara for payment under the Agreement, the NRPSB is not obligated to make any such payment, and, as a consequence, the NRPSB may:
 - (i) reduce the amount of Funds and, in consultation with the Partner, change the Program; or
 - (ii) terminate the Agreement pursuant to section A9.1.

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

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

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Partner will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

A5.2 Conflict of Interest Includes. For the purposes of Article A5.0, a conflict of interest includes any circumstances where:

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

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

A5.3 Disclosure to NRPSB. The Partner will:

- (a) disclose to the NRPSB, without delay, any situation that a reasonable person

would interpret as an actual, potential, or perceived conflict of interest; and

- (b) comply with any terms and conditions that the NRPSB may prescribe as a result of the disclosure.

A6.0 REPORTS, ACCOUNTING, AND REVIEW

A6.1 Preparation and Submission. The Partner will:

- (a) submit to the NRPSB at the address referred to in section A14.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”, or in a form as specified by the NRPSB from time to time;
- (b) submit to the NRPSB at the address referred to in section A14.1, any other reports as may be requested by the NRPSB in accordance with the timelines and content requirements specified by the NRPSB;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the NRPSB; and
- (d) ensure that all Reports and other reports are signed on behalf of the Partner by an authorized signing officer.

A6.2 Record Maintenance. The Partner will keep and maintain:

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

A7.0 INDEMNITY

A7.1 Indemnification. The Partner will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with Partner’s participation in the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A8.0 INSURANCE

A8.1 Partner’s Insurance. The Partner represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance that a prudent charitable or not for profit organization would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage to an inclusive limit of not less than the amount provided for in Schedule “B” per occurrence. The insurance policy will include the following:

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

A8.2 Proof of Insurance. The Partner will:

- (a) upon request of the NRPSB, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A8.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A8.1.

A9.0 TERMINATION ON NOTICE

A9.1 Termination on Notice. The NRPSB may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Partner.

A9.2 Consequences of Termination on Notice by the NRPSB. If the NRPSB terminates the Agreement pursuant to section A9.1, the NRPSB may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Partner the payment of any Funds remaining in the possession or under the control of the Partner; and
- (c) determine the reasonable costs for the Partner to wind down the Program(s), and do either or both of the following:
 - (i) permit the Partner to offset such costs against the amount the Partner owes pursuant to section A9.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Partner to cover such costs.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the NRPSB, the Partner breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Program;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested pursuant to section A6.1(b);
- (b) the Partner's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the NRPSB provides the Funds;
- (c) the Partner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Partner bankrupt, or applies for the appointment of a receiver; or
- (d) the Partner ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the NRPSB may, at any time, take one or more of the following actions:

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

A10.3 Opportunity to Remedy. If, in accordance with section A10.2(b), the NRPSB provides the Partner with an opportunity to remedy the Event of Default, the NRPSB will give Notice to the Partner of:

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

A10.4 Partner not Remedying. If the NRPSB provided the Partner with an opportunity to remedy the Event of Default pursuant to section A10.2(b), and:

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

the NRPSB may extend the Notice Period, or initiate any one or more of the actions provided for in sections A10.2(a), (c), (d), (e), (f), (g), (h), and (i).

A10.5 When Termination Effective. Termination under Article A10.0 will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 Funds at the End of a Funding Year. Without limiting any rights of the NRPSB under Article A13.0, if the Partner has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the NRPSB may take one or both of the following actions:

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

A12.0 FUNDS UPON EXPIRY

A12.1 Funds Upon Expiry. The Partner will, upon expiry of the Agreement, pay to the NRPSB any Funds remaining in its possession or under its control.

A13.0 DEBT DUE AND PAYMENT

A13.1 Payment of Overpayment. If at any time the NRPSB provides Funds in excess of the amount to which the Partner is entitled under the Agreement, the NRPSB may:

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

A13.2 Debt Due. If, pursuant to the Agreement:

- (a) the NRPSB demands from the Partner the payment of any Funds or an amount equal to any Funds; or
- (b) the Partner owes any Funds or an amount equal to any Funds to the NRPSB,

whether or not the NRPSB has demanded their payment,

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

A13.3 **Interest Rate.** The NRPSB may charge the Partner interest on any money owing by the Partner at the then current interest rate charged by the Regional Municipality of Niagara on accounts receivable.

A13.4 **Payment of Money to NRPSB.** The Partner will pay any money owing to the NRPSB by cheque payable to the "Niagara Regional Police Service Board" and delivered to the NRPSB as provided for in Schedule "B".

A14.0 NOTICE

A14.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the NRPSB and the Partner respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A14.2 **Notice Given.** Notice will be deemed to have been given:

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

A14.3 **Postal Disruption.** Despite section A14.2(a), in the event of a postal disruption:

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

A15.0 CONSENT BY NRPSB AND COMPLIANCE BY PARTNER

A15.1 **Consent.** When the NRPSB provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Partner will comply with such terms and conditions.

A16.0 SEVERABILITY OF PROVISIONS

A16.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A17.0 WAIVER

A17.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in

Article A14.0, ask the other Party to waive an obligation under the Agreement.

A17.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A17.1 will:

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

A18.0 INDEPENDENT PARTIES

A18.1 **Parties Independent.** The Partner is not an agent, joint venturer, partner, or employee of the NRPSB, and the Partner will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A19.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A19.1 **No Assignment.** The Partner will not, without the prior written consent of the NRPSB, assign any of its rights or obligations under the Agreement.

A19.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A20.0 GOVERNING LAW

A20.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A21.0 FURTHER ASSURANCES

A21.1 **Agreement into Effect.** The Partner will provide such further assurances as the NRPSB may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A22.0 JOINT AND SEVERAL LIABILITY

A22.1 **Joint and Several Liability.** Where the Partner is comprised of more than one entity, all such entities will be jointly and severally liable to the NRPSB for the fulfillment of the obligations of the Partner under the Agreement.

A23.0 RIGHTS AND REMEDIES CUMULATIVE

A23.1 **Rights and Remedies Cumulative.** The rights and remedies of the NRPSB under the Agreement are cumulative and are in addition to, and not in substitution for, any of

its rights and remedies provided by law or in equity.

A24.0 SURVIVAL

A24.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A6.1 (to the extent that the Partner has not provided the Reports or other reports as may have been requested to the satisfaction of the NRPSB), sections A6.2, A6.3, A6.4, A6.5, A6.6, Article A7.0, Article A8.0, section A8.2, sections A9.2, A19.3, sections A10.1, A10.2(d), (e), (f), (g) and (h), Article A13.0, Article A14.0, Article A16.0, section A17.0, Article A18.0, Article A19.0, Article A20.0, Article A22.0 and Article A23.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$75,000
Expiry Date	December 31, 2026
Insurance	\$ 1,000,000
Contact information for the purposes of Notice to the NRPS	<p>[Laura Rullo] [Director Finance and Asset Management] Niagara Regional Police Service 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: laura.rullo@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1008897</p>
Contact information for the purposes of Notice to the NRPSB	<p>Deb Reid Executive Director Niagara Regional Police Service Board 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: deb.reid@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1006022</p>
Contact information for the purposes of Notice to the Partner	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>
Contact information for the senior financial person in the Partner organization (e.g., CFO, CAO) – to respond as required to requests from the NRPSB related to the Agreement	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>

Additional Provisions: (None)

SCHEDULE “C”

PROGRAM DESCRIPTION

NIAGARA SAFETY VILLAGE

C.1 Niagara Safety Village

The Niagara Safety Village is a non-profit regional education facility. serving all 12 municipalities in Niagara. Our mission is to provide a safe and controlled environment in which to teach safety education to the residence of Niagara with our priority being school age children. Schools from across Niagara book into the Safety Village 3 classes per day from JK/SK to grade 8. Our curriculum is based on the Ministry of Education guidelines under personal safety and injury prevention. In our police classroom this includes topics such as pedestrian safety, stranger danger awareness, bike safety, cyberbullying, internet safety. This curriculum has been approved by the School Boards we serve. Each class is one hour long in which 30 minutes is spent in the classroom with the other 30 minutes is in our miniature village, where the students are taught how to cross at the cross walk and the stop lights and then depending on the grade in the village, they either drive the pedal cars or on the bikes to reinforce what was taught in the classroom. The village opened their doors 20 years ago, and we continue to increase the number of students coming to the village. We are unique in our partnerships which include the Niagara Regional Police Service, the Fire Chief's of Niagara, Niagara E.M.S., Niagara College, and the 4 School Boards.

C.2 Niagara Safety Village's Programs Supporting the Mandate of Police and Community Safety

In support of the mandate of the N.R.P.S. the Safety Village's programs are proactive in teaching not only school children but the residents in Niagara to reduce injuries and death. We serve the communities in Niagara through providing our Seniors Safety Seminars 6 times a year. We have 3 weeks of Summer camp for low income families. 2 weeks are bike safety, and one week of a Girl's Leadership Camp. Funding for these camps is provided by Canadian Tire, Welland Jump Start. Community Living also come in with their clients, and we provide education sessions for Autism Niagara Families. Throughout the year we also have special events. All of these programs foster positive lifetime relationships between children, families and the Emergency Services.

SCHEDULE "D"

BUDGET

**2025/2026/2027 NIAGARA REGIONAL POLICE SERVICE BOARD PARTNERSHIP FUNDING
TO:**

Niagara Safety Village

Niagara Safety Village	Funding 2025	Funding 2026	Funding 2027
Program Funding	\$50,000	\$25,000	N/A
Additional Resources	0.5 FT CORE Officer	0.5 FT CORE Officer	N/A

SCHEDULE "E"

PAYMENT PLAN

Attached to and forming part of the Agreement between the **Niagara Regional Police Service** and **Niagara Safety Village** Effective January 1 2025:

1. PAYMENT SCHEDULE

- a) The Maximum Funds provided by the NRPSB up to the amount of **\$75,000** will be released to the Partner once the Agreement is signed.
- b) The Partner shall receive an annual funding allotment of \$50,000.00 for one funding year in 2025 and an annual funding allotment of \$25,000 for one funding year in 2026.
- c) Funding shall be allocated to the Partner within each funding year as follows:
 - i) First installment: JANUARY 1 45%
 - ii) Second installment: JULY 1 45%
 - iii) Final installment: FINAL REPORT 10%
- d) The Funds provided by the NRPSB are for the purposes of contribution to the Partner for the Partner's actual expenditures for the delivery of the Programs items identified in Schedule C.

SCHEDULE "F"

REPORTING

The Partner shall provide the NRPSB with the following report(s) for the term of this Agreement.

F.1 REPORTS

The Partner shall provide the **NRPS Director Finance and Asset Management** with:

- a) An annual report that shall be deemed the Final Report Submission for release of the final funding installment of the funding year in the form set out below and shall be provided not later than December 31 of the funding year.
- b) The Partner may be required to provide such further or additional information as the NRPSB, acting reasonably, deems appropriate in approving the continued partnership funding to the Partner.
- c) Approval of the reports is at the sole discretion of the NRPSB.

[FORM]



NIAGARA REGIONAL POLICE SERVICE Police Service Board Report

PUBLIC AGENDA

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

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 Kosciński, Acting Deputy Chief, Support Services.



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

AUTHORIZED SWORN (Police) STRENGTH	Ontario 2025 Fee	Ontario 2026 Fee	Associate** 2025 Fee	Associate** 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	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
Personnel Costs	\$629,280	50	\$306,677
Overtime	3,000	90	2,700
Total Personnel	\$629,280		\$315,842

Other Expenses

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

Additional Items

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

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 ft², Video Unit area = 997 ft², 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				
				Total Expected Revenue	\$26,181	\$378,050	\$402,550

** 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

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

Appendix E

THIS AGREEMENT made this 1st 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 1st, 2025 to December 31st, 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 30th, 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

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:

Myron Demkiw, M.O.M.

Chief of Police

(I have authority to bind the Toronto Police Service)

SCHEDULE “A” – MATERIALS AND SERVICES

From January 1st, 2025 to December 31st, 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

AUTHORIZED SWORN (Police) STRENGTH	Ontario	Associate **
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. 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 1st 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 1st, 2025 to December 31st, 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 30th, 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

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:

Myron Demkiw, M.O.M.

Chief of Police

(I have authority to bind the Toronto Police Service)

SCHEDULE “A” – MATERIALS AND SERVICES

From January 1st, 2025 to December 31st, 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. 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.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

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

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-06-04

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.



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 1st 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 1st, 2025 to December 31st, 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 30th, 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

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:

Myron Demkiw, M.O.M.

Chief of Police

(I have authority to bind the Toronto Police Service)

SCHEDULE “A” – MATERIALS AND SERVICES

From January 1st, 2025 to December 31st, 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

AUTHORIZED SWORN (Police) STRENGTH	Ontario	Associate **
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. 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 1st 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.
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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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2. Web Access through CPKN (and/or other delivery providers)

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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.

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- (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.

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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 1st, 2025 to December 31st, 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 30th, 2026.

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Niagara Regional Police Service

Date of Signature:

Per:

July 1, 2025

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:

Myron Demkiw, M.O.M.

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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
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300 - 399	\$9,850	\$10,450	\$7,500	\$7,950
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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

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- 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.
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- 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.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Multi-Function Device Renewal and Replacement Lease Contract
Report To: Chair and Members, Niagara Police Service Board
Report Date: 2025-06-02

Recommendation(s)

That the Niagara Police Service Board (Board):

- 1. That the Board approve a five-year extension of the current lease contract between Niagara Regional Police Service (Service) and Ricoh Canada Inc. (Ricoh) for the supply, installation, and support of Multi-Function Devices (MFDs), by leveraging the Supply Ontario Master Agreement for Workplace Print and Services (WPS2) Tender 19435.**
- 2. Authorize the Chief of Police or designate to execute all required agreements and related documents on behalf of the Board.**

Key Facts

- The Service's current five-year contract with Ricoh, approved by the Board in November 2019, had reached its end and is on a month-to-month billing.
- The Niagara Region has also elected to extend their Ricoh MFD contract, choosing not to re-tender, consistent with the same Vendor of Record (VOR) approach.
- The Service's existing MFD fleet effectively meets operational needs, and extending the current arrangement avoids the costs, risks, and administrative effort associated with a new procurement and deployment.
- Continuing with the VOR provides the Service with competitive pricing, ongoing service efficiencies, and access to vendor-managed support.

Financial Considerations

As per Board By-Law 412-2024, Financial Reporting, Control and Procurement of Goods and Services, contractual agreements awarded via a sole source procurement process with a contract value greater than \$150,000.00 CAD requires Board approval.

The renewed lease contract maintains the same two pricing components:

1. Monthly Rental – the fixed cost to lease each MFD device.

2. Cost per Copy (CPC) – the usage-based cost per print impression, with different rates for mono (black and white) and colour output.

Under the new contract terms:

- Monthly lease rates range from \$30.37 to \$445.40 per unit, depending on the device model and configuration.
- CPC rates are as follows:
 - Mono (black and white): ranges from \$0.0052 to \$0.0114
 - Colour: ranges from \$0.0414 to \$0.0610

The annual lease cost is \$61,759.39, up 9.5% from 2024 (\$56,426.86). The anticipated annual CPC Mono and color cost is \$46,504.37 based on 2024 usage levels, down 27.8% from 2024 (\$64,411.78). Overall, the combined impact of the increases in fixed lease costs and the decrease in variable usage costs result in a net savings per year of \$12,574.88 or 10.4% under consistent usage parameters.

The total proposed VOR annual contract cost is \$108,263.76 (based on 2024 usage levels), including HST, (net of rebates). The total cost over 5 years is anticipated to be \$550,619.67 (based on 2024 usage levels for 2026 and a 5% increase for years 2-5) including HST (net of rebates). Because there is a variable component (usage), the total may vary from the amounts presented.

Subject to Board approval, the Service will award the sole-source purchase to Ricoh.

Analysis

Ricoh remains the Government of Ontario's qualified VOR for managed print services. Initially deployed in 2020, the existing fleet performs reliably and will continue to meet the Service's operational requirements.

Supply Ontario entered into a master agreement for WPS2 Tender 19435, made as of March 1, 2025. For the Service, as a "Non-Ontario Public Sector (Non-OPS) Entity" under the master agreement, to place orders and acquire deliverables from Ricoh on the same or substantially similar terms of the master agreement. The Service must enter into an agreement with Ricoh that is separate from the master agreement. This separate agreement is referred to in the master agreement as the "Separate Agreement" (Appendix 1).

Extending the contract ensures consistency, refreshes the MFD fleet with newer equipment, minimizes user disruption, and supports business continuity objectives.

The Service will continue to leverage Ricoh's managed print services at no additional cost, including break/fix support, asset management, consumables fulfillment, and performance reporting.

Alternatives Reviewed

No alternatives are proposed. The Niagara Region has similarly extended their Ricoh contract without tender. A new competitive process would not offer material benefits and would result in unnecessary administrative burden.

Relationship to Police Service/Board Strategic Priorities

This initiative supports operational efficiency and financial stewardship, in alignment with the Service's commitment to continuous improvement and effective service delivery.

Relevant Policy Considerations

Board By-Law 412-2024, A By-Law to Regulate Financial Reporting, Control, and Procurement of Goods and Services.

Other Pertinent Reports

4 - 2019.11.14 - Information Technology Committee - Multi-Functional Device Replacement – Lease Contract

This report was prepared by Akram Askoul, Director, Technology Services in consultation with Andrew Ware, Financial Analyst, Finance and Vita Gauley, General Counsel, Chief's Office. Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:

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

Appendices

Appendix 1 - NRPS - Non-OPS Entity Agreement

Appendix 1

SEPARATE AGREEMENT

This Separate Agreement is made as of May 16, 2025 (the "Effective Date" between Ricoh Canada Inc. (the "Vendor") and Niagara Regional Police Service (the "Buyer").

Background:

The Vendor and Centralized Supply Chain Ontario operating as Supply Ontario ("Supply Ontario"), have entered into a Master Agreement for Workplace Print and Services (WPS2) Tender 19435 made as of March 1, 2025 (the "Master Agreement").

In order for the Buyer, as a "Non-OPS Entity" under the Master Agreement, to place orders and acquire Deliverables from the Vendor on the same or substantially similar terms of the Master Agreement, the Buyer must enter into an agreement with the Vendor that is separate from the Master Agreement. This separate agreement is referred to in the Master Agreement as the "Separate Agreement".

(A) Adoption

(i) The Buyer and the Vendor agree to adopt and be bound by all of the provisions of the Master Agreement as if such agreement were entered into by the Vendor and the Buyer, except where an amendment is implied to give effect to this Separate Agreement and except as expressly amended in subsection (B) below.

(ii) This Separate Agreement shall be the Separate Agreement for the purposes of Article 16 of the Master Agreement.

(iii) The terms and conditions of this Separate Agreement are intended to apply only to the Buyer and the Vendor, and none of the terms and conditions of this Separate Agreement is intended to or will amend the terms and conditions of the Master Agreement between Supply Ontario and the Vendor.

(iv) For certainty, Supply Ontario is not a party to or a guarantor under this Separate Agreement, nor is Supply Ontario responsible or liable to the Vendor or any third party for any costs, obligations, liabilities or covenants of the Buyer under this Separate Agreement.

(v) The Non-OPS Entity shall provide a copy of this executed Separate Agreement, as well as any amendments, to Supply Ontario's VOR contract manager as identified in the applicable VOR User Guide, unless otherwise directed by Supply Ontario.

(B) Amendments. The following provisions of the Master Agreement will be amended for the purposes of this Separate Agreement:

Amendment No. 1. The following definitions are amended as follows:

- (a) "Client" means the Buyer.
- (b) "Effective Date" is the effective date of this Separate Agreement.
- (c) "Indemnified Parties" or "Indemnified Party" means Niagara Regional Police Service.
- (d) "OPS" means the Buyer.

(e) "OPS Confidential Information" is replaced with the term "Buyer Confidential Information".

(f) "Supply Ontario Representative" is replaced with the following "Buyer Representative":

Name: Akram Asloul
Title: Director Technology Services
Email: akram.askoul@niagarapolice.ca

Address: 5700 Valley Way, Niagara Falls, Ontario L2E 1X8

(g) "Vendor Representative" means

Name: Dave Swan
Title: Account Manager
Email: Dave.swan@ricoh.ca

Address: 400-5560 Explorer Dr. Mississauga, ON L4W 5M3

[insert any other amendments to the Master Agreement]

Amendment No. 2 In respect of Section 1.09 (Notices), all Notices under this Separate Agreement shall be sent:

(a) if to the Vendor, to the attention of the Vendor Representative at the address/email set forth in Section A (g) above, with a copy to the attention of Ricoh Canada Inc. Legal Department, Email: legal@ricoh.ca, at the same mailing address; and

(b) if to the Buyer, to the attention of the Buyer Representative at the address/email set forth in Section A (f) above.

Amendment No.3 In respect of Section 2.05 (Subcontracting or Assignment), Buyer acknowledges and agrees that Vendor may assign its rights under this Separate Agreement or an Order for financing purposes only, while remaining responsible for its obligations hereunder. Buyer acknowledges that Vendor may engage Subcontractors to perform any portion of the Services on Vendor's behalf. If Vendor engages any Subcontractor, Vendor shall be fully responsible for the Subcontractor's performance in accordance with the terms of this Agreement and the applicable Order, and any breach by any such Subcontractor shall be deemed a breach by Vendor. Buyer shall not assign this Agreement or any Order, or any of its obligations under this Agreement or any Order, whether voluntarily or by process of law, without the prior written consent of Vendor, which consent shall not be unreasonably delayed, withheld or conditioned.

Amendment No.4 For the purposes of Section 3.17 (Security Clearance), "CSS, Supply Ontario" is replaced with "the Buyer". Buyer hereby acknowledges and agrees that a Security Clearance granted to the Vendor by Supply Ontario shall be a sufficient Security Clearance for the purposes of the Buyer.

Amendment No.5 Section 4.12 (Return of Equipment) is hereby amended to add the following sentence at the end of paragraph (b): "Buyer shall, until the return of the Rental Equipment, bear full risk of loss or damage to the Rental Equipment and shall maintain 'all-risks' property insurance for the full replacement value thereof. Risk of loss or damage shall transfer back to the Vendor upon the full return of the Eligible Equipment." Section 14(b) shall apply notwithstanding anything to the contrary in Section 14.07(b) of the Master Agreement.

Amendment No. 6 Notwithstanding anything to the contrary in the Master Agreement, to the extent that the Vendor is not the licensor of software or SaaS subscriptions acquired or supplied pursuant to an Order, the terms of the third-party licensor's end user license or terms of use, as applicable, shall govern the Buyer's installation and use of the software.

Amendment No.7 All Software Licenses and Software Maintenance and Support or Software Subscriptions ordered by the Buyer and paid for in monthly installments as part of the monthly payment in an Order are purchased rather than rented and the payment obligations for such Software or Software Maintenance are non-cancellable with an amount equal to all payments for the initial term due in full upon the Buyer's early cancellation of the applicable Order.

Amendment No.8 In the event of early termination of a Rental Arrangement by the Buyer pursuant to Section 14.07 (Early Termination of Rental Arrangement by Client) (a) (termination without cause), notwithstanding anything to the contrary in the Master Agreement, the Buyer shall pay to Vendor, in addition to any rental payment amounts then due and owing to the effective date of termination, an Early Termination Charge calculated using the following formula: monthly rental payment amount multiplied by the number of months remaining in Rental Arrangement term as if it had not been terminated early. The Early Termination Charge will apply to any early termination of a Rental Arrangement by the Buyer pursuant to Section 14.07 (a) regardless of the Category of Equipment.

Amendment No.9 Vendor may charge an environmental handling fee ("EHF") on the supply of each Product ordered by the Buyer. The EHF applicable to each Product type is as determined by the Resource Productivity and Recovery Authority or "RPRA", the regulator mandated by the Government of Ontario to enforce the province's circular economy laws). EHF will be included in Vendor's invoice as a line item. The EHF fees are not a tax.

Amendment No.10 If the Rates for Equipment and Services set forth in Schedule B of the Master Agreement increase directly or indirectly due to circumstances out of Vendor's control occurring after the Effective Date, including but not limited to, changes in taxes, tariffs or other market changes, then the Rates shall be subject to an equitable adjustment to offset such cost increase. Notwithstanding the foregoing, the established Equipment Rental Rates in a signed Order for the lease of equipment are fixed for the term of the Order.

(C) Order.

The Buyer may acquire Products and/or Services from Vendor by delivering to Vendor for acceptance a Purchase Order ("Order") in a form to be mutually agreed between the parties. All Orders represent a binding obligation on the Buyer once delivered to Vendor and each Order must state that the Order is subject to the terms and conditions of this Agreement. The Buyer acknowledges and agrees that, to the extent the Buyer delivers to Vendor an unsigned or electronically transmitted Order, Vendor is entitled to rely upon the Order as though it had been signed by an authorized representative of Buyer. In the event the Order includes any terms and conditions which are in addition to, or in conflict with, the terms and conditions of this Agreement, such additional or conflicting terms and conditions on the Order shall be deemed to be invalid and of no force or effect; only the identification of Products and Services, their quantity and the requested term, if applicable, shall be valid. Any Professional Services provided by Vendor to Buyer shall be provided pursuant to a Statement of Work which shall be subject to the terms and conditions of this Agreement.

(D) Initial Order.

The Buyer hereby orders the Eligible Equipment and associated Warranty Services for the Rental Term and at the Rates set out in the Initial Order attached to this Buyer Master Agreement as Schedule "A".

IN WITNESS WHEREOF the parties have entered into this Separate Agreement as of the date first set out above.

Niagara Regional Police Service

Per:

Signature:

Name: _____

Title: _____

I have authority to bind the Buyer.

RICOH CANADA INC.

Per:

Signature:

Name: _____

Title: _____

I have authority to bind the Vendor.

Schedule A Initial Order

This Order is made pursuant to the Separate Agreement dated May 16, 2025 between Ricoh Canada Inc. ("Vendor") and Niagara Regional Police Service All terms and conditions of the Separate Agreement are incorporated into this Order and made part hereof.

- (a) **Rental Arrangement.** The Vendor agrees to rent to Buyer and Buyer agrees to rent from Vendor the following Equipment and associated Warranty Services for a sixty (60) month term. The Equipment Rental Arrangement Term and payment of the Monthly Equipment Rate will commence on the first day of the month following installation. Warranty Service Cost Per Copy (CPC) charges will be payable monthly in arrears and will commence upon installation of the Equipment.

Ship to BP	Address	Location	City	Prov	Postal Code	NEW VOR Model	Monthly Lease	Colour Service	Mono Service
527118332	102 East Main St.	3 District Courts - Security	Welland	ON	L3B3W6	IM 550	\$30.75		\$0.0114
527118337	1200 Thomspson Rd.	5 District CIB	Fort Erie	ON	L2A6B3	IM 550	\$30.75		\$0.0114
527118341	5700 Valley Way	Comm Supervisor	Niagara Falls	ON	L2E1X8	IM 550	\$30.75		\$0.0114
527118343	445 East Main St.	POA Welland Court	Welland	ON	L3B2C6	IM 550	\$30.75		\$0.0114
527118344	45 Clarke St.	8 District CIB	Grimsby	ON	L3M1Y5	IM 550	\$30.75		\$0.0114
527118352	501 Fielden Ave.	6 District Report Rm.	Port Colborne	ON	L3K4T9	IM 550	\$30.75		\$0.0114
527118357	5700 Valley Way, Central	Holding Admin, Rm. 2.6.24A	Niagara Falls	ON	L2E1X8	IM 550	\$30.75		\$0.0114
527118358	5700 Valley Way Central Holding	Report Rm (WASH Court) Rm. 2.6.32	Niagara Falls	ON	L2E1X8	IM 550	\$30.75		\$0.0114
527118359	198 Welland Ave - 1 District	Front Desk, Cost Centre 41100	St. Catharines	ON	L2R2P3	IM 550	\$30.75		\$0.0114
527118360	5700 Valley Way, Evidence	Management Unit, Return Window	Niagara Falls	ON	L2E1X8	IM 550	\$30.75		\$0.0114
527118378	5700 Valley Way	HR Nurse, Rm. 2.3.10	Niagara Falls	ON	L2E1X8	IM 550	\$30.75		\$0.0114
527118387	5700 Valley Way	2 District Report Rm	Niagara Falls	ON	L2E1X8	IM 550	\$30.75		\$0.0114
527118394	5700 Valley Way	PSB Storage, Rm. # 1.5.05	Niagara Falls	ON	L2E1X8	IM 550	\$30.75		\$0.0114
527118396	Breath Room 1, Central Holding	5700 Valley Way	St. Catharines	ON	L2R2P3	IM 550	\$30.75		\$0.0114
527118397	5700 Valley Way	Radio Repair, Rm. 1.8.03A	Niagara Falls	ON	L2E1X8	IM 550	\$30.75		\$0.0114
527118400	Breath Room 1, Central Holding	5700 Valley Way	St. Catharines	ON	L2R2P3	IM 550	\$30.75		\$0.0114
527118401	5 Lincoln St.	Supervisor Backup Center	St. Catharines	ON	L3C5H9	IM 550	\$30.75		\$0.0114
527118405	8 Forster St		St. Catharines	ON	L2N1Z9	IM 550	\$30.75		\$0.0114
527118406	198 Welland Ave.	1 District Admin	St. Catharines	ON	L2R2P3	IM 550	\$30.75		\$0.0114
527118340	2 Cushman Rd.	Inspector ER Services, Unit 14	St. Catharines	ON	L2M6S8	IM 5000	\$72.75		\$0.0054
527118346	5 Lincoln St. West	3D Inspector	Welland	ON	L3C5H9	IM 5000	\$72.75		\$0.0054

527118350	5 Lincoln St. West	3 District Report Rm.	Welland	ON	L3C5H9	IM 5000	\$72.75		\$0.0054
527118356	5700 Valley Way,	2District Front Desk,Rm#1.2.05	Niagara Falls	ON	L2E1X8	IM 5000	\$72.75		\$0.0054
527118374	5700 Valley Way,	Evidence Management Unit	Niagara Falls	ON	L2E2X8	IM 5000	\$72.75		\$0.0054
527118377	5700 Valley Way	Finance, Rm. 2.3.17	Niagara Falls	ON	L2E1X8	IM 5000	\$72.75		\$0.0054
527118381	5700 Valley Way	Records CPIC 2, Rm. 1.3.06	Niagara Falls	ON	L2E1X8	IM 5000	\$72.75		\$0.0054
527118384	5700 Valley Way, Special	Victim Service 2, Rm. 3.5.05	Niagara Falls	ON	L2E1X8	IM 5000	\$72.75		\$0.0054
527118391	59 Church St.	2 District Courts, 3rd FL	St. Catharines	ON	L2R7N8	IM 5000	\$72.75		\$0.0054
527118395	198 Welland Ave	1 District Report Rm.	St. Catharines	ON	L2R2P3	IM 5000	\$72.75		\$0.0054
527118335	5 Lincoln Street West	Unit: 3District Cells	Welland	ON	L3C5H9	IMC 300F	\$35.91	\$0.0610	\$0.0114
527118338	2 Cushman Rd.	ETU	St. Catharines	ON	L2M6S8	IMC 300F	\$35.91	\$0.0610	\$0.0114
527118347	5 Lincoln St. West	3D Inspector	Welland	ON	L3C5H9	IMC 300F	\$35.91	\$0.0610	\$0.0114
527118354	5700 Valley Way	SIS Covert, Rm. # 3.8.08	Niagara Falls	ON	L2E1X8	IMC 300F	\$35.91	\$0.0610	\$0.0114
527118370	5700 Valley Way	SIS-Garage	Niagara Falls	ON	L2E1X8	IMC 300F	\$35.91	\$0.0610	\$0.0114
527118385	5700 Valley Way	Tech Crime, Rm. 3.6.24	Niagara Falls	ON	L2E2X8	IMC 300F	\$35.91	\$0.0610	\$0.0114
527118402	5700 Valley Way	ICE, Rm. 3.6.25	Niagara Falls	ON	L2E1X8	IMC 300F	\$35.91	\$0.0610	\$0.0114
527118403	198 Welland Ave.	1 District Inspector	St. Catharines	ON	L2R2P3	IMC 300F	\$35.91	\$0.0610	\$0.0114
318126273	5700 Valley Way		Niagara Falls	ON	L2E1X8	IMC 4510	\$102.75	\$0.0414	\$0.0052
527118333	102 East Main St.	3 District Courts Office	Welland	ON	L3B3W6	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118334	107 Seneca Trail	Training unit	Welland	ON	L3C0E8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118339	2 Cushman Rd.	Traffic	St. Catharines	ON	L2M6S8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118342	3551 Thorold Townline Rd.	Fleet, 1st FL	Thorold	ON	L2V3Y5	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118345	45 Clarke St.	8 District Main office	Grimsby	ON	L3M1Y5	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118349	5 Lincoln St. West	3 District CIB	Welland	ON	L3C5H9	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118351	501 Fielden Ave.	6 District Main office Area	Port Colborne	ON	L3K4T9	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118361	5700 Valley Way	Forensics, Rm. 3.7.05	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118362	5700 Valley Way	Homicide unit	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118363	5700 Valley Way	SIS, Rm. # 3.8.07	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118364	5700 Valley Way	HR, Rm. 2.3.07	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118365	5700 Valley Way	Records Reception, Rm.1.3.08	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118366	5700 Valley Way, Central	Holding Report Rm, Rm. 2.6.32	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118367	5700 Valley Way	Member Support, Rm. # 1.7.03	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118368	5700 Valley Way	RTOC, Rm. 3.4.12	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118371	5700 Valley Way	2D CIB, Rm. # 1.6.11	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118373	5700 Valley Way	Records-CPIC1	Niagara Falls	ON	L2E2X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118374	5700 Valley Way,	Evidence Management Unit	Niagara Falls	ON	L2E2X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118375	5700 Valley Way	2 District Inspector,Rm.1.6.23	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052

527118379	5700 Valley Way	IT, Rm. 2.4.07	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118383	5700 Valley Way, Special	Victim Service 1, Rm. 3.5.19	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118386	5700 Valley Way	Exec Staff. Rm. 3.2.09A	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118389	59 Church St.	Basement	St. Catharines	ON	L2R7N8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118393	198 Welland Ave	1 District CIB	St. Catharines	ON	L2R2P3	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118407	650 Gilmore Rd.	5 District FrontDesk	Fort Erie	ON	L2A5M4	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118353	5700 Valley Way,	Court Unit	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118392	59 Church St.	1 District Courts, 3rd FL	St. Catharines	ON	L2R7N8	IMC 6500	\$292.05	\$0.0460	\$0.0058
527118425	5700 Valley Way	Police Service Board	Niagara Falls	ON	L2E1X8	IMC 4510	\$72.75	\$0.0414	\$0.0052
527118427	5700 Valley Way	Chief, Rm. 3.3.12	Niagara Falls	ON	L2E1X8	IMC 6500	\$282.05	\$0.0460	\$0.0058
527118348	5 Lincoln St. West	3D Street Crime Unit	Welland	ON	L3C5H9	P 502	\$30.37		\$0.0089
527118369	59 Church Street Court		St. Catharines	ON	L2R7N8	P 502	\$30.37		\$0.0089
527118380	5700 Valley Way	IT Training Room # 2.4.02	Niagara Falls	ON	L2E1X8	P 502	\$30.37		\$0.0089
527118382	5700 Valley Way	Records Training, Rm. 1.7.02B	Niagara Falls	ON	L2E1X8	P 502	\$30.37		\$0.0089
527118390	59 Church St.	Court Bail	St. Catharines	ON	L2R7N8	P 502	\$30.37		\$0.0089
527118404	5 Lincoln Street West,	Unit: 3D-911 backup center	Welland	ON	L3C5H9	P 502	\$30.37		\$0.0089
527100769	5700 Valley Way	Headquarters	Niagara Falls	ON	L2E1X8	SLNX Pro Serv for upgrade	\$445.40	N/A	N/A
527100769	5700 Valley Way	Headquarters	Niagara Falls	ON	L2E1X8	SNLX 5 yrs M & S	\$442.80	N/A	N/A
527121009	198 Welland Ave.	Street Crime, 1 District	St. Catharines	ON	L2R2S7	IMC 300F	\$35.91	\$0.0610	\$0.0114
						Total	\$5,346.46		

Services or Supplies: The Vendor agrees to sell to the Buyer and the Buyer agrees to buy the following Services and/or Supplies: Toner, Parts and Labour are included, Paper, Staples are not included.

DATE: May 16,2025

Niagara Regional Police Service

Per:

Signature: _____

Name: _____

Title: _____

I have authority to bind the Buyer.



NIAGARA REGIONAL POLICE SERVICE Police Services Board Report

PUBLIC AGENDA

Subject: Repurposing of Sergeant Position
Report To: Chair and Members, Niagara Police Service Board
Report Date: 2025-06-04

Recommendation(s)

That the Niagara Police Service Board (Board) approve the repurposing of the authorized Sergeant position from Member Support to the new Emergency Planning Unit Sergeant position.

Key Facts

- Pursuant to By-Law 445-2024 Section 4.5.2, the purpose of this report is to seek approval from the Board to repurpose a Sergeant position from the Member Support Unit to the Emergency Planning Unit and a Constable from Community Services Program to the Member Support Unit.
- With the creation of the Emergency Planning Unit in 2025, it has been identified that in addition to supporting critical infrastructure planning, a Sergeant position is needed to ensure the deployment of frontline and specialized resources in support of frontline policing operations.
- Operational planning for large scale public events requiring the deployment of Community Services, and Emergency Services, including the Public Order Unit, currently falls to frontline personnel. This change will support frontline operations and better align with the Service's goal of enhancing public safety through a deliberate and consistent approach.

Financial Considerations

There is no financial impact to approving this budget transfer as all positions have been approved in the 2025 Operating Budget.

Approval for this change is being requested pursuant to By-Law 412-2024 - Financial Reporting Control and Procurement of Goods and Services sections 9.2.2 and 9.2.4:

9.2.2 The Chief shall have the authority to make all deployment decisions with regards to personnel including redeployment to address operational issues.

9.2.4 Notwithstanding the above, redeployments which materially change the budgeted objectives of the Service levels with an impact of more than \$150,000 or require additional resources to authorized complement staff levels or approved budget estimates shall require Board approval.

The entire budget transfer of one Constable and one Sergeant is \$333,000.00 which exceeds the Chief's limit of \$150,000.

Analysis

In 2025, the Service created the Emergency Planning Unit to ensure public safety and the continuity of critical infrastructure operations. This unit is currently staffed by an Inspector who is responsible for ensuring that the Service is well positioned to respond to potential threats to critical infrastructure, and to restore and maintain continuity of operations.

In addition to critical infrastructure planning, the Service has an obligation to deliver an adequate and effective policing response to matters affecting public safety related to planned and emergent large-scale public events. These events may occur over the period of a few hours to several days, and often exert a significant strain on resources.

The Service is required to plan and organize a response that ensures the safety of the event participants, affected communities, and emergency services personnel required to respond to incidents occurring during these events. Absent the new position of Emergency Planning Sergeant, operational planning has been the responsibility of frontline personnel in the area of where the event(s) took place.

The addition of the Sergeant position to the Emergency Planning Unit will ensure a consistent approach by a member with expertise in emergency planning. This will enhance public safety and ensure that frontline policing receives adequate support when and where it is needed.

The re-purposing of the Sergeant position budgeted within Member Support to the Emergency Planning Unit and the transfer of a Constable from the 2025 Community Services program to Member Support have been provided for in the 2025 Operating Budget.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

The ongoing review of the structure, alignment, repurposing, and rationalization of roles both within the Service and individual units is essential to the delivery of adequate and

effective policing consistent with Goal 3 of the Strategic Plan – Continuous Improvement and Organizational Continuity.

Relevant Policy Considerations

By-Law 412 -2024 – Financial Reporting Control and Procurement of Goods and Services.

By-Law 445-2024 – Framework for Annual Reporting

This report was prepared by Linda Blood, Director Human Resources, Human Resources in consultation with Paul Koscinski, Superintendent Executive Services Recommended by Luigi Greco, Deputy Chief, Support Services.



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Services Board Report

PUBLIC AGENDA

Subject: Approval for Public Donation – Canine Unit
Report To: Chair and Members, Niagara Police Services Board
Report Date: 2025-06-02.

Recommendation(s)

1. That the Niagara Police Services Board (Board) find that the donation meets the approval criteria set out in Article 9 of By-Law No. 424-2024 - Solicitation and Acceptance of Public Donations, Sponsorships or Private Sector Funding Arrangements, and
2. That the Board approve a public donation to the Niagara Regional Police Service's (NRPS) Canine Unit, a value of \$20,965.14.

Key Facts

- The purpose of this report is to obtain approval for a donation from the estate of Irene May Gladwell to the Canine Unit.
- Irene May Gladwell has named the NRPS Canine Unit as a beneficiary of a portion of the residue of her estate.
- The donation would be for the purpose of enhancing the safety and security of Niagara citizens, and the receipt of the donation would not undermine the integrity, impartiality, and reputation of the Service.
- As per Public Sector Accounting Standards (PSAS) funds received from an external donor with clearly stated stipulations on how the money will be spent must be recorded as unearned revenue until such time when the stipulated expenditures are incurred.

Financial Considerations

As per the terms of the beneficiary letter, the donation funds are to be spent specifically for expenditures incurred by the Canine Unit, therefore is considered an externally restricted inflow of funds. As per Public Sector Accounting standards (PSAS) funds received from an external donor with clearly stated stipulations on how the money will be spent must be recorded as unearned revenue until such time when the stipulated expenditures are incurred.

Should the Board approve of this donation, the funds will be deposited to the operating general revenue bank account and be recorded as unearned revenue liability on the Services Statement of Financial position (balance sheet).

In accordance with PSAS, close monitoring of the expenditures incurred from this donation fund will be required to ensure the donation revenue is recognized in the same period the expenditures are incurred. Both the expense and revenue will be reported on the Service's Operating Statement of Revenue's and Expenditures in future periods.

A 2025 operating budget adjustment will be submitted to the Region to increase gross revenues by \$20,965.14 with an offsetting expense recorded within the Canine Unit, resulting in a net nil impact to the 2025 net levy expenditure budget. In accordance with the Region's Budget Control By-Law, this budget adjustment is within the Chief's approval authority.

Should the funds be used to purchase a capital asset item then an in-year capital budget project request will be submitted to the Board and Region for approval.

Analysis

On June 12, 2023, Mrs. Irene May Gladwell named the NRPS Canine Unit a beneficiary of her estate. There are no stipulations attached to the donation beyond the donation being specifically for the Canine Unit.

The total donation of Mrs. Irene May Gladwell's estate is \$305,965.14. This current donation of \$20,965.14 is the third and final instalment from the estate's distribution schedule.

Mrs. Irene May Gladwell was a citizen in good standing and her estate donation meets the approval criteria set out in By-Law No. 424-2024. The Canine Unit is a specialty unit that supports uniform patrol and investigative units within the Service. The Canine Unit has a budget of \$1,447,814.00.

The Canine Unit is a unit that would benefit from this donation, which it would use to enhance the safety and security of the citizens of Niagara.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

As per By-Law No. 424-2024, it is the policy of the Board to provide citizens, community agencies, and corporations with the opportunity to support the Service by making public donations, sponsorships, or private sector funding arrangements that will support law enforcement services to all citizens equally within the Region of Niagara. The Board is

committed to ensuring that such donations are used solely for the purpose of enhancing the safety and security of the citizens, and that the receipt of donations, sponsorships, or private sector funding arrangements does not undermine the integrity, impartiality, and reputation of the Service.

Relevant Policy Considerations

Board By-Law No. 424-2024 – Solicitation and Acceptance of Public Donations, Sponsorships or Private Sector Funding Arrangements.

Board By-Law No. 412-2024 - Regulation of Financial Reporting, Control and Procurement of Goods and Services.

Niagara Region Budget Control By-Law.

Other Pertinent Reports

Not applicable.

This report was prepared by Todd Waselovich, Deputy Chief, Operations in consultation with Laura Rullo, Finance Director.



Submitted by:
Bill Fordy O.O.M.
Chief of Police

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE Police Service Board Report

PUBLIC AGENDA

Subject: Special Fund Requests
Report To: Chair and Members, Niagara Police Service Board
Report Date: 2025-06-03

Recommendation(s)

That the Regional Municipality of Niagara Police Service Board (Board) authorizes Special Fund donations.

Key Facts

The purpose of this report is to seek the Board's approval for donations from the Special Fund for the following:

- Police Week \$2000.00
- Youth in Policing Initiative (YIPI) \$3000.00
- Future Black Female Summer Games \$1000.00

Details of each Special Fund Request are attached in Appendix 1.

Financial Considerations

The Board has a discretionary pool of funds, which it uses for grants and donations. Disbursements from the fund are in accordance with guidelines provided in the Community Safety and Policing Act (CSPA), and also with Board By-law 403-2024, Special Fund Administration, Limitations and Guidelines. Section 258 (2) of the CSPA establishes that the Niagara Police Service Board has the sole authority for spending the proceeds from the sale of property which lawfully comes into the possession of the police service. The Act stipulates that "the Chief of Police may cause the property to be sold, and the Board may use the proceeds for any purpose that it considers in the public interest, including charitable donations." These funds do not form part of the police operating budget and are separate from the Regional tax base.

Analysis

These Special Fund requests are submitted to the Police Service Board with a detailed report for each in Appendix 1.

Alternatives Reviewed

To not support the requests.

Relationship to Police Service/Board Strategic Priorities

The Special Fund requests are aligned with the Niagara Regional Police Service 2022-2025 Strategic Plan and Board By-Law 403-2024, Special Fund Administration, Limitations and Guidelines.

Relevant Policy Considerations

By-Law 403-2024, Special Fund Administration, Limitations and Guidelines.

Other Pertinent Reports

Not Applicable

This report was prepared by Inspector Nilan Davé, Office of the Chief, and reviewed by Bill Fordy, Chief of Police.



Submitted by:

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

Appendices

Appendix 1 – Special Fund Requests



NIAGARA REGIONAL POLICE SERVICE

Appendix 1

Special Fund Request

Note: If necessary, Open in Desktop, Download, or Save Form to create a fillable form – then save and forward through Chain of Command

(Please limit to two pages per Special Fund Request)

1. Request for Funding (Sections A-O):

A. Event (Event Name):

Police Week 2025

B. Date of Event (YYYY-MM-DD):

2025-05-13

C. Hosting Agency and Benefactor of the Event (if any):

Niagara Regional Police Service

D. Brief Description of the Event:

This Special Fund Request is to seek the Board's approval for \$2000.00 to assist with the purchase of promotional materials that were handed out to members of the public during the Police Week 2025 Open House at the Pen Centre. During this event the community interacted with officers and civilians from various areas of the Service with equipment and information displays.

Police Week 2025 was held from Sunday May 11, 2025, to Saturday May 17, 2025, with the theme of "Protecting Ontario" highlighting the importance of safe communities to the overall health and well-being of all Ontarians and the role police members in keeping Ontario safe.

Each year the NRPS hosts events to interact with the public and celebrate Police Week, an opportunity to engage with the community and highlight some of the many units within the Service.

E. Service Staff or Board Members Attending (if applicable) (Name, Rank of Members):

Niagara Regional Police Service members from various units and ranks, including Chief Fordy.

F. Aligns with the Special Fund guiding principles (Community Relations, Board/Service Relations, or Public Education/Awareness) (Please explain how the event aligns with the three categories as outlined in the Guiding Principles of Administration, Limitations and Guidelines of the Special Funds By-Law 403-2024) and the Service's Strategic Plan (i.e., Goal 2.2 Objective):

This request aligns with the Police Service By Law #403-4024 Respecting the administration, limitations and guidelines of the Special Fund. 5.1 a) Community Relations through Involvement with Police-Related Organizations - Intended to enable the Board/Service to purchase tickets or contribute donations for individuals officially representing the Police Service Board and/or the Niagara Regional Police at external organizations and/or fundraising events. b) Board/Police Service Relations - To assist members of the police service to participate in police-sponsored events, with the goal of enhancing the image of the Niagara Regional Police in other communities as well as home. This is also related to the 2022-2025 Strategic Plan Goal 2: Community Engagement and Collaboration - Objective 1.0 To strengthen relationships and build trust with our community.

G. Detail account of funds requested and its intended uses:

Items	Amount
NRPS branded items stickers, sidewalk chalk, frisbees, and junior badges for the younger visitors.	\$2000.00
Total Amount Requested:	\$2000.00

H. Funds will be disbursed by (Please provide the cheque payable to "Name of Agency" and address to mail cheque OR issued to Niagara Regional Police under the control of the finance unit):

Funds (\$2000) to be issued to Niagara Regional Police under the under the control of the Finance Unit.

- I. Submitted by: Corporate Communications Manager Stephanie Sabourin
- J. Immediate Supervisor Approval: Inspector Nilan Davé
- K. Program Manager Approval: N/A
- L. Sponsored by (*Member of the Executive Leadership Team*): Chief Bill Fordy
- M. Date Submitted to Chief's Office: 2025-06-03
- N. Chief's Approved ✓ or Denied ☐
- O. Chief's Comments:

Click or tap here to enter text.

2. Post Event Report:

- A. Please provide a follow-up report on the outcome of the event(s), achievement of the main objective, and members that attended the event (*please limit to 2-3 paragraphs*):

Click or tap here to enter text.

B. Final Financial Report* (*to be completed by Finance*):

Items	Funding Request	Amount Spent	Difference
Total Amount			

**Any unspent funds will be returned to the Special Funds Account*



NIAGARA REGIONAL POLICE SERVICE

Appendix 1

Special Fund Request

A. Event:

Youth In Policing Initiative – CORE Unit

B. Date of Event:

2025-06-30 to 2025-08-22

C. Hosting Agency and Benefactor of the Event (*if any*):

Niagara Regional Police Service and Participants of the Youth In Policing Initiative

D. Brief Description of the Event:

This Special Fund Request is to seek the Board's approval for \$3000 to take youth participating in the Youth in Policing Initiative to team building activities such as adventure courses, escape rooms, conferences that will build confidence and leadership skills.

The Niagara Regional Police Service participates in the Youth in Policing Initiative (YIPI), a program that offers paid summer employment to youth aged 16 to 18. Designed to be safe, engaging, and educational, this initiative provides meaningful opportunities for young people who reflect the cultural diversity of the Niagara Region. The Niagara Regional Police Service will be hiring seven youth this summer.

YIPI also serves to strengthen relationships between the Niagara Regional Police and the communities we serve by fostering positive, collaborative interactions with local youth. Through mentorship and hands-on experience, the program aims to build confidence, leadership skills, and a greater understanding of community and public service.

E. Service Staff or Board Members Attending (*if applicable*) (*Name, Rank of Members*):

Click or tap here to enter text.

F. Aligns with the Special Fund guiding principles (Community Relations, Board/Service Relations, or Public Education/Awareness) (*Please explain how the event aligns with the three categories as outlined in the Guiding Principles of*

*Administration, Limitations and Guidelines of the Special Funds By-Law 403-2024)
and the Service's Strategic Plan (i.e., Goal 2.2 Objective):*

This request aligns with the Police Service By Law #403-4024 Respecting the administration, limitations and guidelines of the Special Fund. 5.1 a) Community Relations through Involvement with Police-Related Organizations - Intended to enable the Board/Service to purchase tickets or contribute donations for individuals officially representing the Police Service Board and/or the Niagara Regional Police at external organizations and/or fundraising events.

This is a youth engagement opportunity where members of the Niagara Regional Police Service will interact with youth and enhance the image of the Service.

This program also aligns with an objective within the 2022-2025 Strategic Plan inclusive of Goal 2: Community Engagement and Collaboration – Objective 4.0 Foster youth engagement and develop a Youth in Policing Initiative.

G. Detail account of funds requested and its intended uses:

Funds (\$3000.00) will be utilized to take the youth to team building activities such as adventure courses, escape rooms, conferences that will build confidence and leadership skills and for their graduation ceremony.

H. Funds will be disbursed by *(Please provide the cheque payable to "Name of Agency" and address to mail cheque OR issued to Niagara Regional Police under the control of the finance unit):*

Funds (\$3000) to be issued to Niagara Regional Police under the control of the Finance Unit.

I. Submitted by: PC Larry Maney #9068 CORE Unit

J. Immediate Supervisor Approval: Staff Sergeant Jeff Bootsma #9283

K. Program Manager Approval: Rob LaPlante, Inspector #9069

L. Sponsored by *(Member of the Executive Leadership Team)*: Shaun Parrent, Supt. #9655

M. Date Submitted to Chief's Office: June 4, 2025

N. Chief's Approved ✓ or Denied ☐

O. Chief's Comments:

Click or tap here to enter text.

2. Post Event Report:

- A.** Please provide a follow-up report on the outcome of the event(s), achievement of the main objective, and members that attended the event *(please limit to 2-3 paragraphs)*:

Click or tap here to enter text.

B. Final Financial Report* *(to be completed by Finance)*:

Items	Funding Request	Amount Spent	Difference
Total Amount			

**Any unspent funds will be returned to the Special Funds Account*



NIAGARA REGIONAL POLICE SERVICE

Appendix 1

Special Fund Request

Note: If necessary, Open in Desktop, Download, or Save Form to create a fillable form – then save and forward through Chain of Command

(Please limit to two pages per Special Fund Request)

1. Request for Funding (Sections A-O):

A. Event (Event Name):

Future Black Female (FBF) Second Annual FBF Summer Games at Brock University

B. Date of Event (YYYY-MM-DD):

2025-08-23

C. Hosting Agency and Benefactor of the Event (if any):

Future Black Female

D. Brief Description of the Event:

Future Black Female in partnership with BlackOwned905, invites Black and Indigenous youth aged 15-29 and their families to the Black and Indigenous Youth Summer Camp. This full day, family-friendly celebration of athleticism, culture and fun is designed to highlight and uplift Black and Indigenous youth through sports, creativity and community connections.

The EDI Unit, in cooperation with the Recruiting Unit, will be attending this event as a show of support for the Future Black Female organization and as means to promote the NRPS in the community. The EDI Unit has attended FBF events in the past and have developed a warm relationship with the organization.

E. Service Staff or Board Members Attending (if applicable) (Name, Rank of Members):

S/Sgt. Bootsma, Sgt. Rangi (EDI), Emily Morton (EDI) , Sgt. Watson (Recruiting).

F. Aligns with the Special Fund guiding principles (Community Relations, Board/Service Relations, or Public Education/Awareness) (Please explain how the

event aligns with the three categories as outlined in the Guiding Principles of Administration, Limitations and Guidelines of the Special Funds By-Law 403-2024) and the Service's Strategic Plan (i.e., Goal 2.2 Objective):

This event will allow for the NRPS to attend, participate and demonstrate our commitment to Black and Indigenous communities and assist in strengthening bonds. As outlined in the Service's Strategic Plan, Community Engagement and Collaboration (i.e., Goal 2 Objective 1.3) participation in this event will enhance built relationships with diverse communities.

G. Detail account of funds requested and its intended uses:

Items	Amount
Table	\$1000.00
Total Amount Requested:	\$1000.00

H. Funds will be disbursed by *(Please provide the cheque payable to "Name of Agency" and address to mail cheque OR issued to Niagara Regional Police under the control of the finance unit):*

Issued to the Niagara Regional Police under the control of the Finance Unit.

I. Submitted by: Habib Rangj, Sergeant #9808

J. Immediate Supervisor Approval: Staff Sergeant Jeff Bootsma #9283

K. Program Manager Approval: Rob LaPlante, Inspector #9069

L. Sponsored by *(Member of the Executive Leadership Team)*: Shaun Parrent Supt. #9655

M. Date Submitted to Chief's Office: June 4, 2025

N. Chief's Approved ☒ or Denied ☐

O. Chief's Comments:

Click or tap here to enter text.

2. Post Event Report:

- A.** Please provide a follow-up report on the outcome of the event(s), achievement of the main objective, and members that attended the event *(please limit to 2-3 paragraphs)*:

Click or tap here to enter text.

B. Final Financial Report* *(to be completed by Finance)*:

Items	Funding Request	Amount Spent	Difference
Total Amount			

**Any unspent funds will be returned to the Special Funds Account*



INTERNAL CORRESPONDENCE

To: Chair and Members
From: Deb Reid
Dept: Niagara Police Service Board
Dept: Executive Director
Niagara Police Service Board

Date: May 30, 2025

Re: Amendments to the Chief of Police Performance Evaluation System By-law

Purpose:

The purpose of this report is to present the Board with recommended amendments to the By-law governing the Chief of Police Performance Evaluation System.

Background and Discussion:

Subsections 37 (1) (f) and (g) of the Community Safety and Policing Act, 2019 (CSPA) requires Police Service Boards to monitor the Chief of Police's performance and conduct a performance review at least annually, in accordance with the regulations set by the Minister of the Solicitor General. To fulfill this legislative responsibility, the Board enacted a By-law to establishing a policy framework for evaluating the Chief of Police's performance against expected job outcomes, organizational goals, and the achievement of results.

Following the most recent evaluation cycle, the Board identified the need to revise Sections 5.5 to 5.8 of the Chief's Performance Evaluation By-law. These revisions aim to clarify and streamline the evaluation process by reordering the procedural steps. Under the proposed amendments:

- The Chief will begin the process by submitting a self-assessment.
- This self-assessment, along with the Performance Evaluation Questionnaire and the previous year's Performance Plan, will be provided to the Chair and Vice-Chair.
- The Chair and Vice-Chair will review the materials and prepare a draft performance evaluation and performance plan for the upcoming year.
- A meeting will then be held with the Chief to discuss and refine the draft documents.
- The resulting draft evaluation package will be presented to the full Board for review and input.
- Once the Board feedback has been incorporated, a final version will be prepared and submitted for Board approval.
- The Chair and Vice-Chair will subsequently meet with the Chief to present and discuss the finalized performance evaluation package.

These amendments were proposed by the Chair and Vice-Chair as part of the 2024/2025 annual performance evaluation process and were discussed with the full Board at its meeting on February 27, 2025. The Board endorsed the proposed changes and directed the Executive Director to update the By-law accordingly. The revisions aim to ensure Board Members have access to all key documents, namely the Chief's self-assessment, draft evaluation, and performance plan to support a more complete and robust evaluation process.

The proposed amendments have been reviewed by the Board Solicitor, and approval is now recommended.

Recommendation:

That the Board adopt the amended by-law as appended to this report.



Deb Reid
Executive Director

Encl. (1)

By-law 530-2025: Chief of Police Performance Evaluation System



BY-LAW NO. 530-2025

A BY-LAW TO ESTABLISH POLICY FOR THE CHIEF OF POLICE PERFORMANCE EVALUATION SYSTEM

1. PREAMBLE

- 1.1 WHEREAS subsection 37 (1) of the *Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1*, (“CSPA”) provides that a Board shall provide adequate and effective policing in the in the area for which it has policing responsibility as required by Section 10 of the CSPA;
- 1.2 AND WHEREAS subsection 37 (1) (d) of the CSPA provides that a Police Service Board shall recruit and appoint the Chief of Police and Deputy Chief of Police, and determine their remuneration and working conditions taking their submissions into account;
- 1.3 AND WHEREAS subsection 37 (1) (f) and (g) of the CSPA provides that a Police Service Board shall monitor the Chief of Police’s performance and conduct a review of the Chief of Police’s performance at least annually in accordance with the regulations made by the Minister, if any;
- 1.4 AND WHEREAS the Board deems it expedient to pass a by-law to establish policy for the Chief of Police Performance Evaluation System to provide a framework for discussing and monitoring the Chief’s performance against expected job outputs and the achievement of results.

NOW THEREFORE THE REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICE BOARD ENACTS AS FOLLOWS:

2. DEFINITIONS

- 2.1 “Act” or “CSPA” means the *Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1*, and amendments thereto;
- 2.2 “Board” means the Regional Municipality of Niagara Police Service Board;
- 2.3 “Chief” means the Chief of Police of the Niagara Regional Police Service;
- 2.4 “Service” means the Niagara Regional Police Service.

3. BOARD POLICY

- 3.1 The Board recognizes that reviewing the performance of its Chief of Police is an important governance responsibility legislated by the *Act*, and that it is integral to the Board’s strategic planning process and good governance of the Police Service.

- 3.2 The Board is committed to establishing and participating in a Performance Evaluation System for its Chief of Police that promotes individual excellence and increases mutual understanding and communication between the Board and the Chief of Police.
- 3.3 Ideally, the formal assessment will ensure open communication is maintained and the well-being of the Police Service is fostered through mutual trust and planning. Furthermore, the Board expects the Chief to achieve significant results each year, and in doing so, to improve the quality of policing services to the citizens of Niagara Region.
- 3.4 Additionally, less formal but progressive periodic discussions should be maintained with the Chief throughout the annual review period to keep abreast of his/her performance and provide an opportunity for mutual input.
- 3.5 The goals of the Performance Evaluation System is to provide the Board with a formal opportunity to assess the results achieved by the Chief of Police in implementing the Board's business plan and specific objectives set at the beginning of each annual review period.

4. GENERAL PRINCIPLES

- 4.1 A Performance Evaluation System is an annual requirement intended to support and reinforce the achievement of the strategic priorities, goals and objectives outlined in the Board's Strategic Plan and general expectations that the Board has of its Chief of Police.
- 4.2 The Performance Evaluation System consists of four components:
- (a) The Position Description for the Chief of Police;
 - (b) A Performance Plan that sets out the objectives and expected accomplishments for the year under review;
 - (c) A Performance Evaluation Rationale and Instructions document; and
 - (d) A Performance Evaluation Questionnaire.
- 4.3 The Performance Evaluation System is attached to this By-law as Appendix A.
- 4.4 The Performance Evaluation System adopted by the Board is based on the system developed by the Policing Services Division of the Ministry of the Solicitor General, and the Ontario Association of Police Service Boards, but has been modified to ensure it reflects the duties and responsibilities for the position, and is compatible with the competencies outlined in the Chief's Position Description.
- 4.5 There are several sources the Board may refer to when completing the Performance Evaluation such as: inspections and/or audits conducted by the Ministry of the Solicitor General or the Niagara Region, monitoring/mandated reports submitted to the Board in accordance with Board by-laws/policies and legislative reporting requirements consistent with the *Act* and O. Reg. 392/23 Adequate and Effective Policing (general), Ministry Standards, other relevant statutes, and regulations, contractual agreements the Board has made with its bargaining units, public complaints, O. Reg. 407/23: Code of Conduct for Police Officers, financial reports, civil actions; community feedback received by the Board, '360 degree' reviews from individuals working closely with the Chief; and environmental scans including public surveys of community satisfaction.

5. PROCESS

Establishment of Goals and Objectives

- 5.1 At the start of each annual evaluation period, the Chief and the Board will jointly complete a Performance Plan, determining the objectives and expected accomplishments for the year.
- 5.2 The objectives will incorporate both quantitative and qualitative goals that reflect the competencies of the position as outlined in Performance Evaluation System document, the NRPS Annual Report, Strategic Plan, reports mandated by the Act, as well as any other documents that either side may deem relevant to the effective operation of the Service.
- 5.3 The Chair and the Vice-Chair shall meet with the Chief of Police to review the goals and objectives for the year.
- 5.4 The Chair and Vice-Chair will submit the Chief's goals, along with its recommendations to the Board for approval.

Evaluation of Performance

- 5.5 One month before the end of the annual evaluation period, the Chief will provide the Board with a self-assessment of his/her performance for the previous fiscal year and identify objectives for the coming year. The self-assessment will include at a minimum the matters included in the Performance Evaluation questionnaire and the Performance Plan for the prior year, plus comment on other matters which the Chief considers relevant. The document will also include training and development objectives to ensure ongoing growth.
- 5.6 Before the end of the annual evaluation period, a copy of the Chief's self-assessment and Performance Evaluation questionnaire and rationale/instructions for completing it will be circulated to the Chair and Vice-Chair for review. The Chair and Vice-Chair will complete the Performance Evaluation questionnaire and return to the Executive Director for circulation to all Board members. Each Board Member shall review and complete the evaluation and return in a sealed envelope or if completed electronically, in a confidential email to the Executive Director within a prescribed timeframe.
- 5.7 The completed Performance Evaluation questionnaires shall be delivered to the Executive Director and Board Solicitor, who shall review and compile one Performance Evaluation for the Chief, including any comments received from Board Members. The Chief will be asked to prepare a draft Performance Plan. The Executive Director and Board Solicitor shall also compile a draft Performance Plan for the coming year based on input from the questionnaires.
- 5.8 Once the Performance Evaluation has been compiled, it shall be discussed with the Board Members at a "Board Only Caucus Meeting" as to the level of achievement. Board Members shall also discuss the Performance Plan for the coming year and recommend any edits, additions to both the self-assessment and/or objectives.
- 5.9 Following the meeting, the Chair and Vice-Chair shall meet with the Chief to discuss the Performance Evaluation, and will also discuss the Performance Plan for the next evaluation period with a view to finalizing it.
- 5.10 The Chair shall report back to the Board on the meeting with the Chief of Police and seek final approval for the Performance Evaluation and Performance Plan. Following final Board approval, a consolidated report with comments from the Board will be provided to the Chief.

- 5.11 As a result of changing circumstances, the Board or the Chief of Police may wish to revisit the Performance Plan during the year.
- 5.12 The Board reserves the right to meet with the Deputy Chiefs of Police or others with whom the Board has individual employment agreements with respect to their performance evaluations by the Chief of Police.
- 5.13 The performance evaluation is also used as a basis on which to determine the remuneration and working conditions of the Chief of Police and Deputy Chief of Police in accordance with its responsibilities under subsection 31 (1) (d), (f) and (g) of the *Act*.
- 5.14 The Board has the authority and responsibility to meet with the Chief of Police and Deputy Chief of Police to discuss his/her performance outside of the regular scheduled evaluation period as may be required.

6. IMPLEMENTATION

- 6.1 By-law Nos. 183-1999, 374-2017, 405-2024, and all other By-laws, section of By-laws and policies of the Board inconsistent with the provisions of this By-law are hereby repealed.
- 6.2 This By-law shall come into force the date of its enactment.

ENACTED AND PASSED this 26th day of June, 2026.

THE REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICE BOARD

Pat Chiocchio, Chair

Deb Reid, Executive Director

Attachment (1)



NIAGARA POLICE SERVICE BOARD
Performance Evaluation System
Chief of Police

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PART I – POSITION DESCRIPTION FOR CHIEF OF POLICE

NIAGARA REGIONAL POLICE SERVICE

THE POSITION

TITLE:	Chief of Police
REPORTS TO:	Regional Municipality of Niagara Police Service Board
SCOPE:	Overall accountability to the Niagara Police Service Board for implementation of the Board's policies and strategic direction, and for the leadership and administration and oversight of the Niagara Regional Police Service.
MANDATE:	To administer the Niagara Regional Police Service, and to oversee its operations to ensure, jointly with the Niagara Police Service Board, the cost effective delivery of quality, adequate and effective policing services, which will uphold the law, and which will provide for the safety and security of the Region's citizens.

ACCOUNTABILITIES/RESPONSIBILITIES:

- Provide guidance to and implement strategic direction of the Board to ensure availability of service and community satisfaction.
- Support the Board's strategic planning process and policy development, establish the directives, operational standards and program information required to operationalize the strategic objectives and Board policies.
- Ensure plans, strategies, policies and programs are in place for the overall sound financial management of the police service - including budgeting processes, financial controllership, treasury function, risk management and asset management.
- Act as the principal interface between the Police and external environment by establishing proactive communications with the media and community.
- Administer all programs effectively and in accordance with "best practices" and monitor results against standards.
- Plan and direct policing and administration operations of the Service, including its financial practices and human resources management.
- Advise and support the Board in carrying out its responsibilities in labour relations and advise in collective bargaining.
- Ensure compliance with all legislation and government policies applicable to Police and to the programs/personnel for which it is responsible and ensure that all reporting requirements are carried out.
- Maintain a strong sense of identity and commitment to the people of the Niagara Region and present a visible and respected profile for the Service, building on the confidence felt by the community for frontline officers.

Performance Evaluation System • Chief of Police

- Leading the Service in building constructive, positive working relationships with many partners and stakeholders, including the Region, local businesses, local not-for-profit organizations and other police and law enforcement organizations including but not limited municipal Police Services in Ontario, the Ontario Provincial Police, Canada Border Services Agency, the Royal Canadian Mounted Police, the New York State Police and the Federal Bureau of Investigation.

PROFILE:

EDUCATIONAL BACKGROUND:

- Post-secondary university degree in related discipline or equivalent based on experience.

EXPERIENCE:

- Demonstrated knowledge and understanding of the responsibilities of a Chief of Police and of the Police Service Board, as well as the relationship between the two.
- Demonstrated success in a senior management capacity in a high profile, large public institution, ideally with a Police organization.
- Experience in strategic management and in leading large-scale change.
- Experience in community relationships and building partnerships.
- Experience in developing and implementing community-based policing initiatives.
- Demonstrated capacity to manage in an environment in which employees are members of bargaining units.
- A proven track record in public and media relations and public speaking.

KNOWLEDGE:

- General management and superior financial and business administration practices, as they would be applied in a Police or similar environment.
- The principals, theories, practices and legislation related to law enforcement and the criminal justice system and the legal framework of municipal policing in Canada.
- Government processes and accountabilities to the Police Service Board, Ministry of Solicitor General, regional and city/town councils.

COMPETENCIES:

Financial/Business Acumen

- Has knowledge and understanding of, and ability to implement, sound financial management practices, including capital and operating budget practices, and spending practices and controls.
- Understands and is able to reconcile the financial relationship between operational and administrative issues within the Service, and between short-term and long-term financial goals of the Service and the Board, all with a view to maximizing the financial efficiency of service delivery.
- Monitors trends, and is able to adapt to changing circumstances within budget parameters set by the Board.
- Understands and accepts resource and recommendation role of the Service in respect of the Board's budget.

Performance Evaluation System • Chief of Police

- Ability to create spending/revenue options with a view to enhancing cost effective police service delivery.

Change Management

- Understands need for change in police services, to ensure the delivery of quality policing services in a cost effective manner, and further able to implement the required changes.
- Willing to consult with Board, Service Members and outside agencies, and to monitor trends in the law, policing, and financial management, to determine appropriate changes and to implement and manage those changes within the budget parameters set by the Board.
- Able to determine, implement and manage change in financial management processes, organizational attitude and policing services delivery with the ultimate goal of cost effective policing services delivery.
- Able to understand and overcome employee resistance to change.

Enhancing Organizational Effectiveness

- Understanding the relationship between operational and administrative units of the Service, and the relationship between individual programs of the Service with a view to ensuring cost effective delivery of policing services.
- Develops and implements policies and procedures which recognize the relationship between programs, and between administration and operations, with a view to ensuring cost effective delivery of policing services.
- Understands the relationship between the Police Service and the Region, and is able to use both sets of resources to enhance cost effective policing services delivery.
- Monitors and implements change in the organization based on consultation with the Board, Service Members, and outside agencies.
- Understanding the history, culture and organizational structure of the Service and key stakeholders. Able to build upon past successes and lead the Executive Team with a clear sense of direction, delegating while holding final accountability for results.

Leadership

- A strategic thinker with the ability to develop and articulate a vision; able to motivate, build loyalty and inspire confidence.
- Able to foster a spirit of teamwork and co-operation within the Police Service, and of this Police Service with outside agencies or organizations.
- Proven ability to advance through self-improvement and personal development.
- Experienced leader – demonstrated ability to energize, motivate and lead an organization to achieve objectives. Demonstrates the ability to build a sense of confidence and consensus, and to create a positive and constructive work environment.
- Demonstrated ability to identify the needs and set the priorities for a Police Service and community; a track record of building strong teams to create and manage operational plans and budgets. Able to delegate effectively with full accountability. Committed to accountability at all levels of the Service.
- Superior interpersonal skills, capable of relating effectively to a diverse range of people, personalities and styles (both internal and external); comfortable working with diverse communities and in developing working partnerships with various associations, community liaison groups and the media. Strong speaking and written communication skills.

Performance Evaluation System • Chief of Police

- Excellent business judgment in relation to human resource, technology issues and fiscal issues; a capable manager able to establish and commit to performance standards; willing to act in a timely fashion to increase efficiencies, solve critical situations or capitalize on opportunities.
- Willingness to play a leadership role within the community by actively participating in community organizations and events; a strong sense of identity with the community and an understanding of its particular needs and characteristics.
- Committed to understanding the unique dynamics of the Niagara Regional Police Service and the realities of its structure. Experience in a mix of urban and rural and Canada/U.S. border communities would be a definite asset.

Personal Values/Management Style

- Establishes and fosters a corporate culture and value system of the utmost integrity which reflect and are compatible with the needs of the community, the Police Service Board and the Members of the Police Service.
- Straightforward, open and approachable - makes a point of being available and in touch with the various levels of the Police Service in order to coach and counsel when required – clearly receptive to the input of subordinates.
- Basic personal traits such as integrity, courage, enthusiasm and professionalism - is beyond reproach personally and professionally accepts that the Chief of Police is one of the most influential community leaders.
- Reputation for fairness and impartiality; leads by example - is prepared to make tough, timely decisions on any issues that arise; demands the highest standards of professional conduct across the organization.
- Politically astute, willing and able to develop productive relationships with the Board, Association, various levels of government and community leaders.
- Recognizes, acknowledges and encourages contribution at all levels of the organization - feels strongly about teamwork, respects and supports others and contributes to the team by encouraging individuals to improve through mentoring and facilitating participation and interdependence.
- Openness to ideas combined with a willingness to make decisions, to take responsibility for outcomes and to deal positively with criticism.

Achieving Results

- Proven ability to prioritize issues and to set and achieve goals on an ongoing basis.
- Admits and learns from mistakes to ensure not repeated.
- Ability and willingness to amend goals to meet changing needs of Board, Community and Police Service.
- Administers the Police Service within the budget parameters set by the Board, and constantly seeks and implements methods of under spending the budget while maintaining high quality policing levels.

Performance Evaluation System • Chief of Police

PART II – PERFORMANCE PLANNING

Name:	Review Period:
<p>This performance evaluation is divided into areas – Performance Planning and Performance Evaluation. The first portion requires the Chief and the Board to determine objectives for the review period. At the end of the review period, the Chief and the Board will review the Chief's accomplishments against the previously defined objectives by completing the questionnaire that forms Part III – Section B of this package.</p> <p>When determining objectives, it is vital that the objective be:</p> <ol style="list-style-type: none">1. Clearly defined/specific2. Realistic3. Attainable4. Measurable5. Specific as to a completion timeframe. <p>The objectives should be fully aligned with the long-term (Strategic Plan) and short-term (Annual Service Goals/Budget) priorities established by the Board. The objectives should also align with the accountabilities, responsibilities and competencies described in the Position Description found at Part I of this document, where applicable.</p>	

1. OBJECTIVES FOR THE REVIEW PERIOD YEAR

(The objectives may include reference to: operational, financial and administrative objectives; human resources, career development and team building objectives; strategic planning objectives; community partnerships and outreach objectives; and any other matter the Chief believes is important to the delivery of policing services in the Niagara Region.)

Performance Evaluation System • Chief of Police

2. EXPECTED ACCOMPLISHMENTS *(include timeframes if appropriate)*

(These should reference the objectives in 1 above).

3. ANTICIPATED CHALLENGES

(These should reference the objectives in 1 above).

Performance Evaluation System • Chief of Police

4. BOARD'S COMMITMENTS TO RESOLVE ANTICIPATED CHALLENGES

(These should reference the challenges explained in 3 above).

5. PERSONAL DEVELOPMENT PLAN

(This plan may include professional development, participation in community organizations, Chief/staff relationships, Chief/Board relationships, media relationships, and any other matter which the Chief believes will assist him in effectively carrying out his duties as Chief of Police).

Date of Performance Plan	
(Name), Board Chair Niagara Police Service Board	
(Name) Chief of Police	

PART III – SECTION A PERFORMANCE EVALUATION: RATIONALE AND INSTRUCTIONS

The Performance Evaluation System Questionnaire is based upon pre-defined competencies, standards and expectations. These reflect the work performance expected of the Chief, and are consistent with the position profile and the Performance Planning document.

The key competencies are as follows:

1. Communications
2. Interpersonal Effectiveness
3. Decision Making and Problem Solving
4. Organization and Planning
5. Leadership
6. Professional Development
7. Initiative

RATING SCHEME

In conducting the evaluation, the Board will rate the Chief of Police in each competency using the following ratings:

OUTSTANDING/EXCEEDED EXPECTATIONS	Exceeded all objectives, demonstrates exemplary leadership and management skills; excels in achieving administrative and operational priorities.
CONSISTENTLY ABOVE AVERAGE	Consistently met and frequently exceeded objectives.
COMPETENT/MEETS EXPECTATIONS	Results met objectives, the expected level of achievement.
BELOW STANDARD	Some key objectives were not met. Overall achievement was below expectations.
UNSATISFACTORY	Overall objectives were not met; a major objective was not met. Consistently below expected level of achievement.

The Board must provide a descriptive rationale for each rating on the evaluation form, including specific examples of the Chief's performance. Documentation shall include specific examples, including any qualitative and quantitative results.

Performance Evaluation System • Chief of Police

HOW TO USE THE SKILLS COMPONENTS

Each of the competencies must be analyzed in terms of specific attributes that further define the skill area. In assessing the Chief's abilities under each competency, members must determine to what degree the Chief has demonstrated a capacity to meet the statements provided in each point. The following paragraphs include the competency and provide further explanation as to the intent of each with additional information to assist in determining the appropriate rating.

COMPETENCIES

1. COMMUNICATIONS:

Clearly presents information through the spoken and written word. Adapts content and presentation style to the needs of the audience. Influences or persuades others through this oral presentation. Effectively presents facts or ideas. Conducts prepared and ad-hoc presentations in an effective manner. Communicates comfortably with all levels of government. Listens in order to hear concerns and differing points of view and helps others find a common ground. Effectively chairs and facilitates meetings. Encourages open lines of communication both within the Police Service and externally with the community.

a) Oral Communication

Oral communication is vital for effective leadership. The Chief must not only be able to effectively communicate when speaking, but must also possess the skills necessary to tailor his/her communication style to meet the level of the audience to whom he/she is speaking. The Chief may adopt various styles of oral communication for various environments, for example, speaking with a class of school students requires a different speaking style than when speaking with local business groups. It is also important that the Chief have the ability to listen to what others are saying and understand their ideas.

b) Written Communication

Written communication must demonstrate the five characteristics outlined in this sub-category, namely: timely, comprehensive, accurate, clear and concise. In determining whether or not these characteristics have been met, it is important to consider:

- Does the Chief tailor written communications for the intended audience?
- Are written communications easily understood?
- Is all relevant information acquired and considered prior to writing any document or communication?
- Do letters, reports, etc., get to the point?

2. INTERPERSONAL EFFECTIVENESS:

Establishes and maintains positive and co-operative internal and external working relationships. Demonstrates empathy, sensitivity and respect when interacting with others. Uses tact and diplomacy. Demonstrates interest in the opinion of others and is open minded regarding differing needs and viewpoints. Facilitates a resolution to conflicts or disagreements where possible.

Performance Evaluation System • Chief of Police

Helps others stay calm and effective in difficult situations. Demonstrates a dedication to community collaboration and a clear understanding of community issues. Relates to and sees issues from the perspective of people of other cultures. Shows and fosters respect for individual differences. Has demonstrated support on diversity issues.

As a service provider, it is imperative that the Chief develop effective relationships within the Police Service as well as with the community and other stakeholders. The following questions will further assist the Board in determining the appropriate rating for the sub-category.

- Does the Chief effectively utilize the resources that others may be able to offer to a given situation?
- Is the Police Service a workplace in which people are happy to work?
- Does the Chief demonstrate a concern for the well-being of employees and community members?
- Does the Chief clearly demonstrate accountability even at times when things do not go well?

3. DECISION MAKING AND PROBLEM SOLVING:

a) Analytical Ability and Judgment

Understands the human, financial and operational implications of decisions. Recognizes and anticipates community and/or organizational issues and works with stakeholders to jointly develop solutions. Gathers, reviews, evaluates and integrates information from a variety of sources to fully understand the issue and determine if there is a need for action. Analyzes opportunities and threats, extrapolating the major implications for the organization. Makes effective recommendations or decisions based on sound judgment. Reviews and evaluates outcomes in consultation with stakeholders and implements changes as necessary. Understands obligations to and responsibilities of the Board in the decision-making process.

b) Accountability to the Board

Demonstrates an understanding of the legislative and regulatory relationship between the Chief and the Board. Provides the Board with input in the development of policy and continually reviews operational policies to ensure compliance with Board policy. Provides necessary and requested information to assist the Board in making informed decisions.

The ability to think critically, analytically, conceptually, and to demonstrate sound judgment is essential to the role of the Chief of Police. The multiple tasks for which the Chief is responsible and the demands that can be associated with these tasks make it important for the Chief to possess sound, constructive thought processes. For example:

- Does the Chief anticipate potential problems/challenges at an early stage?
- Does the Chief make informed decisions?
- Does the Chief problem-solve effectively?
- Does the Chief think in a constructive, logical fashion?
- Is the Chief able to discuss or communicate issues effectively at a conceptual or philosophical level and then translate it into practical application, and take appropriate action?

- Does the Chief set a good example for his/her staff to follow in terms of ethical issues or dilemmas?
- Does the Chief involve the Board at the appropriate time in the decision-making process?
- Does the Chief bring stakeholder concerns to the attention of the Board along with recommended actions or solutions?

4. ORGANIZATION AND PLANNING:

a) Strategic Management

Contributes to the Police Service strategic planning process. Sets organizational and administrative priorities in accordance with the objectives established by the Board. Facilitates the development of and implements goals and objectives that contribute to the attainment of the Service goals. Provides regular reports to the Board on achieving established objectives and priorities. Clearly defines objectives, action steps, responsibilities and timelines. Considers short-term requirements and long-term solutions. Monitors and evaluates progress towards objectives and adapts plans as required.

b) Community Focused

Understands the diverse needs of the community. Demonstrates a dedication to community collaboration and a clear understanding of community issues. Co-ordinates plans and activities with relevant individuals, teams and the community. Follows up on community inquiries, requests, complaints, and keeps the community informed through personal communication or the media. Shows a personal commitment to the community by making oneself available, especially during critical periods. Maintains regular contact with the community by initiating involvement with service clubs, community organizations or agencies.

Managing the Police Service requires a broad understanding of both the internal and external environments in order to determine/identify its strengths and weaknesses and develop appropriate strategies. In assessing the Chief's abilities in this area, the following questions will assist:

- Does the Chief use his/her understanding of the community to anticipate problems and capitalize on opportunities?
- Is the Chief able to translate broad community goals into particular organizational strategies?
- Is the Chief easily accessible to the community and staff?
- Does the Chief actively participate in strategic planning and annual planning exercises?

c) Financial Management

Meets the operational and capital budgets as approved by the Board. Secures, allocates, monitors, and controls resources required to maintain the efficiency of the Service. Balances demand for service and resources available. Maintains appropriate financial reporting systems and managerial controls and ensures the Board is kept informed. Establishes meaningful performance measurement programs to track programs and service levels, cost and delivery performance. Ensures resources are distributed in accordance with the objectives and priorities established by the Board.

Performance Evaluation System • Chief of Police

Through the annual strategic management process, the Board and Chief jointly establish objectives and priorities for the Police Service. The Chief of Police must then allocate financial resources to reflect those objectives and priorities. Public accountability dictates that appropriate systems and controls must be in place to responsibly manage public funds. Questions that should be considered include:

- Does the Chief get actively involved in the annual budget planning process?
- Does the Chief provide creative, feasible options to deal with resource issues and constraints?
- Are financial reports provided to the Board as and when required?
- Is the financial reporting comprehensive and comprehensible?
- Does the Chief proactively follow-up in a timely fashion on financial concerns expressed by the Board?
- Are budget targets and objectives consistently met?
- Are audit matters addressed by the Chief in a timely and effective manner?

d) Human Resources Management

Maintains effective human resources systems in accordance with the principles of Equal Opportunity including training, performance evaluations, promotional processes, recruiting, retention, career development, succession planning and employee wellness. Ensure employees are furnished with resources needed to accomplish assigned tasks and meet the needs of the community. Promotes employee satisfaction, motivation and performance. Implements policies and training to ensure all members are treated equitably.

This skills area involves motivating, developing and coordinating human resources to perform in an effective and efficient manner. Further, it is essential to foster self-development of each employee, including the Chief. Additionally, staff involvement in the organizational decision-making processes should be encouraged and sought-out.

5. LEADERSHIP

Provides guidance, encouragement and support to others. Exemplifies desired behavior consistent with organizational mission and goals. Gains interest and support for strategies, which realize the vision, goals and objectives of the organization. Provides a clear sense of direction. Gives the necessary degree of responsibility and authority to accomplish tasks in an independent fashion while maintaining accountability to others. Ensures that the appropriate structures, processes and systems are in place to facilitate the desired changes and results. Creates an environment that promotes and supports innovation with a vision of moving the organization toward the future. Recognizes and addresses the effects change will have on employees. Shows willingness to question traditional solutions.

Effective leadership is essential in order to carry forward innovating ideas and confront challenges. Leadership is also a requirement to motivate and to develop the talents of those individuals who work for the Chief and to develop an overall professional and motivated work force. In assessing the Chief's abilities in this area, the following should be considered:

- Does the Chief demonstrate a positive attitude, energy, resilience and the courage to be innovative and accountable?
- Does the Chief act to address current issues through personal communication or the media?
- Does the Chief use authority fairly, promote effectiveness, champion and communicate a compelling vision?
- Does the Chief demonstrate confidence in their ability to overcome obstacles and his ability to deal with challenging situations?
- Is the Chief proactive in suggesting new initiatives and programs?

6. PROFESSIONAL DEVELOPMENT

Defines personal goals and sets priorities. Pursues professional developmental activities through formal and informal means in order to enhance performance. Stays current with knowledge, technology or other aspects of job. Seeks feedback on performance.

This skill area seeks to determine the ability of the Chief to manage himself/herself. The Chief's success here will serve to enhance his/her own effectiveness. The following questions will assist in the assessment of the points contained in this category:

- Does the Chief set personal goals and priorities that are consistent with the organization?
- Do the Chief's goals reflect his/her full range of responsibilities?
- Is the Chief willing to implement new ideas?
- Does the Chief act in a manner that reflects the professionalism of the office?
- Is the Chief able to accept and incorporate constructive criticism into future work and achievements?

7. INITIATIVE

Commits to accomplishing goals and objectives. Demonstrates high motivation, enthusiasm and pride in work. Takes personal responsibility for outcome of events. Takes action beyond explicit requests and perseveres to overcome obstacles and achieve effective outcomes.

This competency is evaluated with the attributes identified under "Organization and Planning."

Performance Evaluation System • Chief of Police

PART III – SECTION B PERFORMANCE EVALUTATION: QUESTIONNAIRE

Name:	Review Date:
Length of Time in Position:	Current Salary:
Review Type:	Last Review Date:

PERFORMANCE REVIEW RATINGS	
OUTSTANDING/EXCEEDED EXPECTATIONS	Exceeded all objectives, demonstrates exemplary leadership and management skills; excels in achieving administrative and operational priorities.
CONSISTENTLY ABOVE AVERAGE	Consistently met and frequently exceeded objectives.
COMPETENT/MEETS EXPECTATIONS	Results met objectives, the expected level of achievement.
BELOW STANDARD	Some key objectives were not met. Overall achievement was below expectations.
UNSATISFACTORY	Overall objectives were not met; a major objective was not met. Consistently below expected level of achievement.

Performance Evaluation System • Chief of Police

1. COMMUNICATIONS

a) Oral Communications:

Communicates in a focused, organized, concise and effective manner. Demonstrates ability to communicate to suite the style of person or group to whom he/she is speaking. Conducts prepared and ad-hoc presentations in an effective manner. Communicates comfortably with all levels of government. Listens to differing points of view. Presents information in a credible manner to the public, Police Service Board, Police Associations, Councils, stakeholders and the media.

b) Written Communications:

Produces written communication that is timely, comprehensive, accurate, clear and concise.

Outstanding/Exceeded Expectations	Consistently Above Average	Competent/Meets Expectations	Below Standard	Unsatisfactory
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Comments:

2. INTERPERSONAL EFFECTIVENESS

Establishes and maintains positive and cooperative internal and external working relationships. Demonstrates empathy, sensitivity and respect when interacting with others. Uses tact and diplomacy. Facilitates a resolution to conflicts or disagreements where possible. Demonstrates interest in the opinion of others and is open-minded regarding differing needs and viewpoints. Relates to and sees issues from the perspective of other cultures. Shows and fosters respect for individual differences.

Outstanding/Exceeded Expectations	Consistently Above Average	Competent/Meets Expectations	Below Standard	Unsatisfactory
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Comments:

Performance Evaluation System • Chief of Police

3. DECISION MAKING AND PROBLEM SOLVING

a) Analytical Ability and Judgment

Understands the human, financial and operational implications of decisions. Recognizes and anticipates community and/or organizational issues at an early stage and works with stakeholders to jointly develop solutions. Gathers, reviews, evaluates and integrates information from a variety of sources to fully understand the issue and determine if there is a need for action. Analyzes opportunities and threats, extrapolating the major implications for the organization. Makes effective recommendations or decisions based on sound judgment. Reviews and evaluates outcomes in consultation with stakeholders and implements changes as necessary. Demonstrates creative and innovative problem solving techniques.

Outstanding/Exceeded
Expectations

Consistently Above
Average

Competent/Meets
Expectations

Below Standard

Unsatisfactory

Comments:

b) Accountability to the Board

Understands the legislative accountability and regulatory relationship between the Chief and the Board. Provides the Board with input in the development of policy and continually reviews operational policies to ensure compliance with Board policy. Provides necessary and requested information to assist the Board in making informed decisions.

Outstanding/Exceeded
Expectations

Consistently Above
Average

Competent/Meets
Expectations

Below Standard

Unsatisfactory

Comments:

Performance Evaluation System • Chief of Police

4. ORGANIZATION AND PLANNING

a) Strategic Management

Contributes to the Service's strategic planning process. Sets organizational and administrative priorities in accordance with the objectives established by the Board. Facilitates the development of and implements goals and objectives that contribute to the attainment of Service goals. Provides regular reports to the Board on achieving established objectives and priorities. Clearly defines objectives, action steps, responsibilities and timelines. Considers short-term requirements and long-term solutions. Monitors and evaluates progress towards objectives and adapts and plans as required.

Outstanding/Exceeded Expectations	Consistently Above Average	Competent/Meets Expectations	Below Standard	Unsatisfactory
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Comments:

b) Community Focused

Understands the diverse needs of the community. Demonstrates a dedication to community collaboration and a clear understanding of community issues. Coordinates plans and activities with relevant individuals, teams and the community. Maintains a presence at public functions and events. Follows up on community inquiries, requests, complaints and keeps the community informed through personal communication or the media. Shows a personal commitment by making oneself available to the community, especially during critical periods. Maintains regular contact with the community by initiating involvement with service clubs, community organizations/agencies. Maintains excellent relationships with the general public and community groups to ensure that their trust in the Police Service is maintained and to listen and address their concerns. Ability to develop strong and productive relationships with the Police Service Board, Regional and City Councils, the media, key stakeholders and community groups.

Outstanding/Exceeded Expectations	Consistently Above Average	Competent/Meets Expectations	Below Standard	Unsatisfactory
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Comments:

Performance Evaluation System • Chief of Police

c) Financial Management

Meets the operational and capital budgets as approved by the Board. Secures, allocates, monitors and controls resources required to maintain the efficiency of the Service. Balances the demand for service and resources available. Maintains appropriate financial reporting systems and managerial controls. Ensures resources are distributed in accordance with the objectives and priorities established by the Police Service Board. Ensures efforts are coordinated with others to avoid unnecessary duplication and/or costs, and to enhance service delivery.

Outstanding/Exceeded Expectations	Consistently Above Average	Competent/Meets Expectations	Below Standard	Unsatisfactory
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Comments:

d) Human Resources Management

Maintains effective human resources systems in accordance with the principles of Equal Opportunity including training, performance evaluations, promotional process, recruiting, retention, career development, succession planning and employee wellness. Ensures employees are furnished with resources needed to accomplish assigned tasks and meet the needs of the community. Promotes employee satisfaction, motivation and performance. Implements policies and training to ensure all members are treated equally.

Outstanding/Exceeded Expectations	Consistently Above Average	Competent/Meets Expectations	Below Standard	Unsatisfactory
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Comments:

Performance Evaluation System • Chief of Police

5. LEADERSHIP

Provides guidance, encouragement and support to others. Exemplifies desired behavior consistent with organizational mission and goals. Gains interest and support for strategies that realize the vision, goals and objectives of the organization. Provides a clear sense of direction. Gives the necessary degree of responsibility and authority to accomplish tasks in an independent fashion while maintaining accountability of others. Ensures that the appropriate structures, processes and systems are in place to facilitate the desired change and results. Creates an environment that promotes and supports innovation with a vision of moving the organization toward the future. Recognizes and addresses the effect change will have on employees. Shows willingness to question traditional solutions.

**Outstanding/Exceeded
Expectations**

**Consistently Above
Average**

**Competent/Meets
Expectations**

Below Standard

Unsatisfactory

Comments:

6. PROFESSIONAL DEVELOPMENT

Defines personal goals and sets priorities. Pursues professional developmental activities through formal and informal means in order to enhance performance. Stays current with knowledge, technology or other aspects of the job. Seeks feedback on performance.

**Outstanding/Exceeded
Expectations**

**Consistently Above
Average**

**Competent/Meets
Expectations**

Below Standard

Unsatisfactory

Comments:

Performance Evaluation System • Chief of Police

7. INITIATIVE

Commits to accomplishing goals and objectives. Demonstrates high motivation, enthusiasm and pride in work. Takes personal responsibility for outcome of events. Takes action beyond explicit requests and perseveres to overcome obstacles and achieve effective outcomes.

Outstanding/Exceeded
Expectations

Consistently Above
Average

Competent/Meets
Expectations

Below Standard

Unsatisfactory

Comments:

8. OBJECTIVES AND ACHIEVEMENTS

Keeping the time frames and any unanticipated challenges in mind, has the Chief achieved the established objectives, achievements and personal development plan for the evaluation year ended (date) described in Part II above?

Outstanding/Exceeded
Expectations

Consistently Above
Average

Competent/Meets
Expectations

Below Standard

Unsatisfactory

Comments:

Performance Evaluation System • Chief of Police

9. GENERAL

Overall general impression of the Chief's performance over the last year for the evaluation year ended (date) described in Part II above?

**Outstanding/Exceeded
Expectations**

**Consistently Above
Average**

**Competent/Meets
Expectations**

Below Standard

Unsatisfactory

Comments:

10. SUGGESTED OBJECTIVES AND EXPECTATIONS FOR THE COMING YEAR

(to be incorporated into Part II of the Performance Evaluation System document for the following year)

Performance Evaluation System • Chief of Police

11. RESPONSE BY CHIEF OF POLICE

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Date of Performance Review	
(Name), Board Chair Niagara Police Service Board	
(Name) Chief of Police	



INTERNAL CORRESPONDENCE

To: Chair and Members

From: Deb Reid

Dept: Niagara Police Service Board

Dept: Executive Director
Niagara Police Service Board

Date: June 13, 2025

Re: Police Service Board By-law – Discipline of Service Members

Purpose:

The purpose of this report is to provide the Board with a draft by-law as required for compliance with the *Community Safety and Policing Act, 2019 (CSPA)*, and its Regulations.

Background Information and Discussion:

On April 1, 2024, the *Community Safety and Policing Act, 2019 (CSPA)* and its Regulations came into force. The CSPA is an opportunity to modernize policing and enhance community safety in Ontario. All Police Service Boards and Police Services are required to comply with the CSPA and its associated Regulations. The CSPA mandates that the Board establish a policy for the handling of discipline within the Police Service. To meet this legislative requirement, a draft By-law has been created. This By-law also instructs the Chief of Police to establish procedures on the handling of discipline of Service Members that adhere to the to the CSPA, its Regulations, and all relevant Board By-laws and policies. The Chief of Police regularly provides the Board with reports to monitor compliance, which also support the budget process, strategic planning, and ongoing assessment of the Service's needs.

Cost of Recommendation:

There will be no additional costs associated with the implementation of the attached By-law. Specific costs resulting from the handling of disciplinary matters are dealt with by the Chief of Police and the Board on an ongoing basis as part of the annual budget processes.

Alternative Options:

The Board is required to develop a host of policies for every aspect of service delivery. The By-law presented complies with the CSPA and its Regulations and Ministry of the Solicitor General guidelines and there are no realistic alternatives.

Reasons for Recommendation:

Subsection 38 (1) (e) of the *Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1, ("CSPA")* requires the Police Service Board shall establish policies respecting the handling of discipline within the Police Service. This provision is a mandated responsibility of Police Service Boards. This By-law ensures compliance with the CSPA and its Regulations. The Board Solicitor, Woody McKaig, and NRPS Legal Counsel Vita Gauley, have reviewed and endorsed this By-law and it is now presented to the Board for final approval.

Recommendation:

That the Board adopt the draft by-law as appended to this report,

And further, that the Board Chair and Executive Director be authorized to make any supplementary administrative amendments to the by-law, that may be required following any additional clarification of the CSPA and its Regulations that may be received by the Ministry of the Solicitor General.



Deb Reid
Executive Director

Encl.



BY-LAW NO. 532-2025

A BY-LAW TO ESTABLISH POLICY RELATING TO THE DISCIPLINE OF SERVICE MEMBERS

1. PREAMBLE

- 1.1 WHEREAS subsection 37 (1)(a) of the *Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1, ("CSPA")* provides that a Board shall provide adequate and effective policing in the area for which it has policing responsibility as required by Section 10 of the CSPA;
- 1.2 AND WHEREAS subsection 38 (1)(e) of the CSPA provides that the Board shall establish policies respecting the handling of discipline within the Police Service;
- 1.3 AND WHEREAS subsection 38 (2) of the CSPA provides that a Police Service Board may establish policies respecting matters related to the Police Service or the provision of policing;
- 1.4 AND WHEREAS the Board deems it expedient to enact this By-law to establish a policy relating to the handling of discipline within the Police Service.

NOW THEREFORE THE REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICE BOARD ENACTS AS FOLLOWS:

2. DEFINITIONS

- 2.1 "Act" or "CSPA" means the *Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1*, and amendments thereto;
- 2.2 "Board" means the Regional Municipality of Niagara Police Service Board;
- 2.3 "Chief" means the Chief of the Niagara Regional Police Service;
- 2.4 "Member" means a member of the Niagara Regional Police Service; and
- 2.5 "Service" means the Niagara Regional Police Service.

3. BOARD POLICY

- 3.1 The Board recognizes that high levels of public trust and confidence in the police are essential features of a safe community. In order to achieve high levels of trust and confidence, the police must be held accountable, and be perceived to be held accountable, when they engage in conduct that is contrary to the values and high ethical standards that the Niagara Regional Police Service strives to uphold. The handling of discipline within the Police Service by the Chief of Police is therefore demonstrative of the Niagara Regional Police Service commitment to the safety and well-being of the community.

4. DIRECTIONS TO CHIEF

4.1 PROCEDURES

4.1.1 The Chief shall establish procedures on the handling of discipline that adhere to the following principles in the imposition of disciplinary measures of sworn and civilian Members:

- (i) Public interest;
- (ii) Fairness to the Service Member;
- (iii) Consistency; and
- (iv) Efficiency.

4.1.2 All disciplinary processes and procedures shall be carried out in accordance with legislative requirements.

5. REPORTING TO THE BOARD

5.1 The Chief shall make a written report to the Board in June and December of each year in respect of the handling of discipline within the Police Service. The report shall include:

- (i) The type of misconduct or unsatisfactory work performance that occurred, or was have alleged to occurred, referencing Ontario Regulation 407/23 – Code of Conduct for Police Officers;
- (ii) The number and type of disciplinary measures imposed;
- (iii) The number of times a disciplinary measure was imposed:
 - a. Without a hearing;
 - b. Following a hearing under Section 201 of the CSPA;
 - c. Following a hearing under Section 202 of the CSPA.
- (iv) For disciplinary measures involving the suspension or forfeiture of hours/days:
 - a. The average number of days or hours; and
 - b. The total number of days or hours.
- (v) The District and/or Unit that the Member was assigned to when the misconduct occurred;
- (vi) The number of hearings which resulted in not guilty findings; and
- (vii) A comparison to the data from the previous reporting period.

6 IMPLEMENTATION

6.1 Any By-laws, sections of by-laws and policies of the Board inconsistent with the provisions of this By-law are hereby repealed.

6.2 This By-law shall come into force on the date of its passage.

ENACTED AND PASSED this 26th day of June, 2025.

THE REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICE BOARD

Pat Chiocchio, Chair

Deb Reid, Executive Director



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

CONFIDENTIAL AGENDA

Subject: Special Investigations Unit – Case Number 24-OCI-360 – Incident of August 27, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-04-16

Confidential Report

Confidential Report with respect to the legal matter of an identifiable individual – *Community Safety and Policing Act, s. 44(2)(b)* “personal matters about an identifiable individual, including members of the police service or any other employees of the board” and *Community Safety and Policing Act 2019, s.44(2)(e)* “litigation or potential litigation affecting the Board, including matters before administrative tribunals.”

Recommendation(s)

1. That the Niagara Police Services Board (Board) receive this report for information.
2. That the Board makes the report available to the public.

Key Facts

- The purpose of this report is to advise the Board of the findings and any action taken or recommended by the Chief of Police following a notification and investigation of an incident by the Special Investigations Unit (SIU). Section 81 of the Community Safety and Policing Act, 2019 (CSPA) requires that the Chief of Police initiate an investigation following a notification to the SIU.
- The purpose of the Chief's investigation is to review the member's conduct in relation to the incident, the policing provided by the member in relation to the incident, and the procedures established by the Chief of Police as they related to the incident.
- On August 27, 2024, a notification was made to the SIU regarding a male who had suffered a fractured wrist during an interaction with officers, resulting in the incident meeting the investigative mandate of the SIU.
- On December 19, 2024, the SIU notified the Service that their investigation had concluded and advised that there were no grounds for criminal charges against the subject official.

The subsequent section 81 investigation by the Professional Standards Unit (PSU) determined there were no issues with respect to officer conduct, policies or services provided by the Niagara Regional Police Service (NRPS).

Financial Considerations

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

Analysis

On August 27, 2024, uniform officers with the NRPS attended an address in St. Catharines for a landlord-tenant dispute. It was alleged that a male had threatened his landlord with a knife prior to leaving. The male was later located by uniform officers in downtown St. Catharines. The officers advised the male he was under arrest. The male became combative towards officers and a conducted energy weapon was deployed prior to the male being taken to the ground.

The male was transported to the Central Holding Facility of the NRPS, where he later complained of a sore wrist. The male was taken to the hospital where it was determined he had a fractured right wrist.

The SIU was notified and invoked their mandate.

The SIU designated four members as witness officials.

The SIU designated one member as a subject official.

On December 19, 2024, the SIU closed its investigation into this matter. In his decision letter, SIU Director, Mr. Joseph Martino wrote " The file has been closed and no further action is contemplated. In my view, there were no reasonable grounds in the evidence to proceed with criminal charges against the subject official."

A copy of the SIU report was publicly posted on the SIU's website.

In accordance with section 81, the Service's PSU conducted an investigation and review of this incident, which considered the following three areas:

1. The member's conduct in relation to the incident;
2. The policing provided by the member in relation to the incident; and
3. The procedures established by the Chief of Police, as they related to the incident.

The section 81 investigation encompassed a compliance review of applicable provincial legislation, which governs members of the Service, as well as General Orders, policies and procedures, and the conduct of the involved officers.

Where available, investigations include a review of communication recordings, Service occurrence reports, forensic evidence and reports, officer interviews conducted by the SIU and all duty book notes, SIU documentation including the Director's decision letter and report, statements of civilian witnesses gathered and released by the SIU at the conclusion of their investigation upon the consent of the civilian witnesses, and any other information and evidence available on a case by case basis.

1. Conduct of NRPS Officers

There were no officer conduct issues identified during the SIU investigation or the PSU investigation and review of this incident regarding compliance with General Orders or legislation.

2. Services Provided by the NRPS

There were no issues identified relating to the services provided by NRPS during this incident.

3. The Procedures of the NRPS

PSU investigators determined that the following General Orders had primary relevance in this matter, and they have been reviewed accordingly in the context of this incident.

- 1) General Order 079.10 – Special Investigations Unit
- 2) General Order 053.25 – Use of Force
- 3) General Order 100.10 – Powers of Arrest
- 4) General Order 168.06 – Officer Note Taking
- 5) General Order 034.11 – Report Submissions

Upon review, it was determined that the direction and guidance provided by the relevant General Orders was sufficient in its governance for members of the Service and no issues were identified.

The PSU investigation and review of this incident was undertaken in compliance with section 81 of the CSPA. The relevant procedures of the Service, the services provided, and the conduct of the involved Service members were the focus of this review and investigation.

In conclusion, there were no issues identified as it pertains to services provided, the conduct of the involved Service members, or the existing General Orders governing these situations.

Alternatives Reviewed

- 1) To not receive the report.

- 2) To not make the report available to the public.

The CSPA provides that meetings of the Board shall be open to the public subject to exceptions that are set out in subsection 44. The applicable exception to be considered in this case is the subject matter being considered includes, "personal matters about an identifiable individual, including members of the police service or any other employees of the board."

In considering whether or not to make this report available to the public, it is respectfully submitted that the Board consider the following factors:

- 1) There are no public security matters revealed in this report.
- 2) This report does not reveal any intimate financial or personal matters.

Relationship to Police Service/Board Strategic Priorities

Not applicable.

Relevant Policy Considerations

Not applicable.

Other Pertinent Reports

C8.11 - 2025.04.24 – Request for Legal Indemnification – SIU Case 24-OCI-360
Incident of August 27, 2024.

*This report was prepared by Lynda Hughes, Inspector, Professional Standards Unit.
Reviewed by Paul Koscinski, Superintendent, Executive Services. Recommended by
Luigi Greco, Deputy Chief, Support Services.*



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

CONFIDENTIAL AGENDA

Subject: Special Investigations Unit – Case Number 24-OCI-441 – Incident of October 17, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-04-16

Confidential Report

Confidential Report with respect to the legal matter of an identifiable individual – *Community Safety and Policing Act, s. 44(2)(b)* “personal matters about an identifiable individual, including members of the police service or any other employees of the board” and *Community Safety and Policing Act 2019, s.44(2)(e)* “litigation or potential litigation affecting the Board, including matters before administrative tribunals.”

Recommendation(s)

1. That the Niagara Police Service Board (Board) receive this report for information.
2. That the Board makes the report available to the public.

Key Facts

- The purpose of this report is to advise the Board of the findings and any action taken or recommended by the Chief of Police following a notification and investigation of an incident by the Special Investigations Unit (SIU). Section 81 of the Community Safety and Policing Act, 2019 (CSPA) requires that the Chief of Police initiate an investigation following a notification to the SIU.
- The purpose of the Chief's investigation is to review the member's conduct in relation to the incident, the policing provided by the member in relation to the incident, and the procedures established by the Chief of Police as they related to the incident.
- October 17, 2024, a notification was made to the SIU regarding a male who had suffered a fractured orbital bone during an interaction with officers, resulting in the incident meeting the investigative mandate of the SIU.
- On February 13, 2025, the SIU notified the Service that their investigation had concluded and advised that there were no grounds for criminal charges against the subject official.

- The subsequent section 81 investigation by the Professional Standards Unit determined there were no issues with respect to officer conduct, policies or services provided by the Niagara Regional Police Service (NRPS).

Financial Considerations

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

Analysis

On October 16, 2024, uniform officers with the NRPS attended an address in St. Catharines regarding a wanted male. The male was inside a home but refused to exit. A Feeney warrant to enter the residence was obtained. Officers subsequently entered the residence and, after a struggle with the male, took him into custody. The male suffered a cut over his right eye and was taken to the hospital, where it was determined he had a fractured orbital bone.

The SIU was notified and invoked their mandate.

The SIU designated four members as Witness Officials.

One member was designated as a Subject Official.

On February 13, 2025, the SIU closed its investigation into this matter. In his decision letter, SIU Director, Mr. Joseph Martino wrote " The file has been closed and no further action is contemplated. In my view, there were no reasonable grounds in the evidence to proceed with criminal charges against the subject official."

A copy of the SIU report was publicly posted on the SIU's website.

In accordance with section 81, the Service's Professional Standards Unit (PSU) conducted an investigation and review of this incident, which considered the following 3 areas:

1. The member's conduct in relation to the incident;
2. The policing provided by the member in relation to the incident; and
3. The procedures established by the chief of police as they related to the incident.

The section 81 investigation encompassed a compliance review of applicable provincial legislation, which governs members of the Service, as well as General Orders, policies and procedures, and the conduct of the involved officers.

Where available, investigations include a review of communication recordings, Service occurrence reports, forensic evidence and reports, officer interviews conducted by the SIU and all duty book notes, SIU documentation including the Director's decision letter and report, statements of civilian witnesses gathered and released by the SIU at the conclusion of their investigation upon the consent of the civilian witnesses, and any other information and evidence available on a case by case basis.

1. Conduct of NRPS Officers

There were no officer conduct issues identified during the SIU investigation or the PSU investigation and review of this incident regarding compliance with General Orders or legislation.

2. Services Provided by the NRPS

There were no issues identified relating to the services provided by NRPS during this incident.

3. The Procedures of the NRPS

PSU investigators determined that the following General Orders had primary relevance in this matter, and they have been reviewed accordingly in the context of this incident.

- 1) General Order 079.10 – Special Investigations Unit
- 2) General Order 034.11 – Report Submissions
- 3) General Order 053.25 – Use of Force
- 4) General Order 100.10 – Powers of Arrest
- 5) General Order 168.06 – Officer Note Taking

Upon review, it was determined that the direction and guidance provided by the relevant General Orders was sufficient in its governance for members of the Service and no issues were identified.

The PSU investigation and review of this incident was undertaken in compliance with section 81 of the CSPA. The relevant procedures of the Service, the services provided, and the conduct of the involved Service members was the focus of this review and investigation.

In conclusion, there were no issues identified as it pertains to services provided, the conduct of the involved Service members, or the existing General Orders governing these situations.

Alternatives Reviewed

- 1) To not receive the report.

- 2) To not make the report available to the public.

The CSPA provides that meetings of the Board shall be open to the public subject to exceptions that are set out in subsection 44. The applicable exception to be considered in this case is the subject matter being considered includes, "personal matters about an identifiable individual, including members of the police service or any other employees of the board."

In considering whether or not to make this report available to the public, it is respectfully submitted that the Board consider the following factors:

- 1) There are no public security matters revealed in this report; and
- 2) This report does not reveal any intimate financial or personal matters.

Relationship to Police Service/Board Strategic Priorities

Not applicable.

Relevant Policy Considerations

Not applicable.

Other Pertinent Reports

C8.11 - 2025.04.24 – Request for Legal Indemnification – SIU Case 24-OCI-441
Incident of October 17, 2024.

*This report was prepared by Lynda Hughes, Inspector, Professional Standards.
Reviewed by Paul Koscinski, Superintendent, Executive Services. Recommended by
Luigi Greco, Deputy Chief, Support Services.*



Submitted by:

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

Appendices

Not applicable.



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

CONFIDENTIAL AGENDA

Subject: Special Investigations Unit – Case Number 24-OCI-466 – Incident of October 31, 2024

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-04-16

Confidential Report

Confidential Report with respect to the legal matter of an identifiable individual – *Community Safety and Policing Act, s. 44(2)(b)* “personal matters about an identifiable individual, including members of the police service or any other employees of the board” and *Community Safety and Policing Act 2019, s.44(2)(e)* “litigation or potential litigation affecting the Board, including matters before administrative tribunals.”

Recommendation(s)

1. That the Niagara Police Service Board (Board) receive this report for information.
2. That the Board makes the report available to the public.

Key Facts

- The purpose of this report is to advise the Board of the findings and any action taken or recommended by the Chief of Police following a notification and investigation of an incident by the Special Investigations Unit (SIU). Section 81 of the Community Safety and Policing Act, 2019 (CSPA) requires that the Chief of Police initiate an investigation following a notification to the SIU.
- The purpose of the Chief's investigation is to review the member's conduct in relation to the incident, the policing provided by the member in relation to the incident, and the procedures established by the Chief of Police as they related to the incident.
- On November 1, 2024, a notification was made to the SIU regarding a male who had suffered a serious laceration as a result of a bite from a Niagara Regional Police Service (NRPS) police service dog (PSD), resulting in the incident meeting the investigative mandate of the SIU.
- On February 24, 2025, the SIU notified the Service that their investigation had concluded and advised that there were no grounds for criminal charges against the Subject Official.

- The subsequent section 81 investigation by the Professional Standards Unit (PSU) determined there were no issues with respect to officer conduct, policies or services provided by the NRPS.

Financial Considerations

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

Analysis

On October 31, 2024, uniform officers with the NRPS attended a campground in Jordan in response to a suicidal male. The male had ingested a quantity of drugs and was holding a knife to his throat. Officers set up a perimeter and attempted to establish communication with the male. The male entered a motor vehicle and proceeded to the exit of the park where officers were positioned. The male stopped his vehicle and charged toward the officers. A struggle ensued, during which a PSD bit the male's right leg and an arm. He was apprehended under the Mental Health Act and transported to the hospital. It was determined that the wounds required 20 staples and 6 stitches.

The SIU was notified and invoked their mandate.

The SIU designated three members as Witness Officials.

The SIU designated one member as a Subject Official.

On February 24, 2024, the SIU closed its investigation into this matter. In his decision letter, SIU Director, Mr. Joseph Martino wrote, " The file has been closed and no further action is contemplated. In my view, there were no reasonable grounds in the evidence to proceed with criminal charges against the subject official."

A copy of the SIU report was publicly posted on the SIU's website.

In accordance with section 81, the Service's PSU conducted an investigation and review of this incident, which considered the following 3 areas:

1. The member's conduct in relation to the incident;
2. The policing provided by the member in relation to the incident; and
3. The procedures established by the chief of police as they related to the incident.

The section 81 investigation encompassed a compliance review of applicable provincial legislation, which governs members of the Service, as well as General Orders, policies and procedures, and the conduct of the involved officers.

Where available, investigations include a review of communication recordings, Service occurrence reports, forensic evidence and reports, officer interviews conducted by the SIU, and all duty book notes. SIU documentation including the Director's decision letter and report, statements of civilian witnesses gathered and released by the SIU at the conclusion of their investigation upon the consent of the civilian witnesses, and any other information and evidence available on a case-by-case basis.

1. Conduct of NRPS Officers

There were no officer conduct issues identified during the SIU investigation or the PSU investigation and review of this incident regarding compliance with General Orders or legislation.

2. Services Provided by the NRPS

There were no issues identified relating to the services provided by NRPS during this incident.

3. The Procedures of the NRPS

PSU investigators determined that the following General Orders had primary relevance in this matter, and they have been reviewed accordingly in the context of this incident.

- 1) General Order 079.10 – Special Investigations Unit
- 2) General Order 168.06 – Officer Note Taking
- 3) General Order 077.13 – Canine Unit
- 4) General Order 167.08 – Mentally Ill Persons

Upon review, it was determined that the direction and guidance provided by the relevant General Orders was sufficient in its governance for members of the Service and no issues were identified.

The PSU investigation and review of this incident was undertaken in compliance with section 81 of the CSPA. The relevant procedures of the Service, the services provided, and the conduct of the involved Service members was the focus of this review and investigation.

In conclusion, there were no issues identified as it pertains to services provided, the conduct of the involved Service members, or the existing General Orders governing these situations.

Alternatives Reviewed

- 1) To not receive the report.
- 2) To not make the report available to the public.

The CSPA provides that meetings of the Board shall be open to the public subject to exceptions that are set out in subsection 44. The applicable exception to be considered in this case is the subject matter being considered includes, “personal matters about an identifiable individual, including members of the police service or any other employees of the board.”

In considering whether or not to make this report available to the public, it is respectfully submitted that the Board consider the following factors:

- 1) There are no public security matters revealed in this report.
- 2) This report does not reveal any intimate financial or personal matters.

Relationship to Police Service/Board Strategic Priorities

Not applicable.

Relevant Policy Considerations

Not applicable.

Other Pertinent Reports

C8.11 - 2025.04.24 – Request for Legal Indemnification – SIU Case 24-OCI-466
Incident of October 31, 2024.

*This report was prepared by Lynda Hughes, Inspector, Professional Standards.
Reviewed by Paul Koscinski, Superintendent, Executive Services. Recommended by
Luigi Greco, Deputy Chief, Support Services.*



Submitted by:

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

Appendices

Not applicable.