Brantford Police Service Paid Duty Contract

Part 1: REQUEST | **The person / organization requesting the paid duty services is solely responsible for full payment**

Surname:	**First Name:**	**Organization:**

Billing Address: (#, street, unit, city, province, postal code)

**Street Name** **Unit #** **City** **Province** **Postal Code**

Contact Phone # - Requester:	**Fax # - Requester:**	**Date Request Being Made:** (yyyy/mmm/dd)

Part 2: EVENT DETAILS

Event Name / Description:	**Date:** (yyyy/mmm/dd)	**Time:** (00:00 - 24:00) Note - partial hours will be billed at the full From: To:

Is alcohol being served at the event? ☐ Yes ☐ No	**How many cruisers will be required?**

Address of Event:	**City:**

Contact Person at Event:	**Contact Phone # :**	**Approximate Number Attending Event:**

Duties Expected to be Performed: ☐ Security ☐ Escort ☐ Other: ☐ Traffic

Number of Officers required:	**Number of Supervisors required:**

Part 3: PAID DUTY RATE | **Per resource / per hour plus Administration Fee and 13% H.S.T. Payment rates subject to change (contractually)**

Part 4: ACKNOWLEDGEMENT of TERMS of AGREEMENT

It is understood that my signature below acknowledges that I have read and understood the Pay Duty Terms & Conditions (which are incorporated into this Contract by reference) and that I accept and agree to abide by the said Terms & Conditions. If this request is made on behalf of a corporation or an organization, I certify that I have the authority to bind the corporation or organization.

Name (print)**:**_____ **Signature:**_____

Position (if applicable)**:**_____ **Date** (yyyy/mmm/dd)**:** _____

Email completed form to Administration paidduty@police.brantford.on.ca

BPS use only:

APPROVAL: ☐ **Approved** ☐ **Denied** **Pay Duty #:**

Request Approved / Denied by:	**Date Approved / Denied:**	**Reason if Denied:**

Distribution
Original: forward to Administration **Copy:** requesting person/agency

Personal information on this form is collected under the authority of the *Municipal Freedom of Information Protection of Personal Information Act* and will be used for the effective administration of the Paid Duty program. Questions about this collection should be directed to: Records Manager, Brantford Police Service, 344 Elgin Street, Brantford, ON N3T 5T3. Phone (519) 756.0113 ext. 2251.

Brantford Police Service

Paid Duty Contract
Terms and Conditions

General

1. Paid duty services requested by way of this Contract are subject to prior approval by the Brantford Police Service's Administration office. In the event that approval is not granted, the Contract shall become null and void.
2. No paid duty services will be provided for events conducted outside the boundaries of the City of Brantford unless approval has been granted by the Chief of Police or designate.
3. There is a minimum charge of three (3) hours per officer per pay duty.
4. Officers assigned will be in full uniform. No officers will attend in plain clothes.
5. Police officers are only to be contracted for police-related duties.
6. Requesters must comply with all applicable federal, provincial and municipal laws, including the *Employment Standards Act* and the *Occupational Health and Safety Act.*

   Please note, due to Ministry of Labour requirements, officers are not permitted within 15 meters of operating construction equipment while working a pay duty at a traffic construction site.

Amendments

Made by BPS:

7. Should there be a change to the paid duty services originally requested, the requester will be notified to ask if they wish to proceed under the altered conditions.

Made by Requester:

8. Any amendments / changes to the originally submitted contract must be forwarded to the Administration office in writing a minimum of 48 hours prior to the event and are subject to review by BPS. For changes made within 48 hours, a minimum of 3 hours will be owing for each scheduled Police Service member. For changes made within 12 hours of the event, all scheduled hours will be owing for each scheduled Police Service Member.

Emergencies

9. In the event of an emergency that impacts the Police Service's staffing needs, the Police Service reserves the right to cancel a paid duty without notice.

Payment

10. The Brantford Police Service reserves the right to request payment in full, or to require the person / organization requesting the paid duty service to submit a security deposit, in advance of the pay duty completion.
11. The person / organization requesting the paid duty service is solely responsible for full payment of the invoice(s). If payment is not received, the matter will be sent to collections.
12. Paid duties are subject to an administration fee as set out in the Service's Income Fee Schedule. The administration fee is applied to the total invoice amount prior to the calculation of the HST.

Cancellations

13. Paid duty cancellations must be submitted in advance of the event, to the Administration office by phone to 519.756.0113 ext. 2231/2500.
14. **a) Cancellation notifications not received by the Police Service at least 48 hours prior to the commencement of the event will result in a minimum charge of three (3) hours being applied for each Police Service member booked for the paid duty. If payment was made in advance, reimbursement will be made for all other payments over and above the required three (3) hour minimum charge.**
    b) Cancellation notifications made within 12 hours prior to commencement of the event will result in a charge of all scheduled hours for each Police Service member booked for the paid duty.
15. Short Notice cancellations that occur outside Monday-Friday from 8 am to 3pm, must be directed to the Duty N.C.O. office : 519756.0113 ext 2235

Staffing

16. The Brantford Police Service reserves the right to determine the minimum number of members / supervisors required for the performance of all pay duties in accordance with best practices.
17. A minimum of two (2) officers is required where alcohol is being served.
18. Each individual member performing a pay duty will be paid by the Police Service and all applicable taxes and deductions will be the responsibility of the Brantford Police Service.
19. The Brantford Police Service reserves the right to schedule available Officers regardless of their rank. Officers ranked Sergeant and higher will be paid at their rank & the Requester will be billed as such.

Vehicles

20. The Brantford Police Service reserves the right to determine whether a vehicle(s) is required for the pay duty based on best practices.
21. Vehicles are separate contract items, which are assigned to paid duties based on their availability.
22. There is a minimum one-hour charge if a vehicle is requested for a paid duty.

Indemnification

23. The signatory in Part 4 of the Paid Duty Contract and/or any entity which the signatory has authority to bind shall indemnify and hold harmless the Brantford Police Service, The Brantford Police Services Board, The Corporation of the City of Brantford and their respective members, councillors, employees, agents, successors and assigns (collectively "the Indemnified Parties") from any and all liability, loss, costs, damages, and expenses (including legal, expert, and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively "Claim" or "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury, and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the signatory or its employees or agents during the course of the Event, including negligence. In the event that the Indemnified Parties are named as parties to a Claim(s), the signatory agrees that it shall, at the Indemnified Parties' election, either assume the Indemnified Parties' defence or co-operate with them in the defence of any such Claims, including providing the Indemnified Parties with prompt notice of any such Claims and the provision of all material documentation.

Disclaimer of Warranties

24. It is acknowledged that the Paid Duty Contract is a service agreement. The Police Service and the Police Services Board ("the Board") disclaim all representations or warranties, express or implied, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under the Paid Duty Contract.

Entire Agreement

25. The Paid Duty Contract represents the entire and integrated Agreement between the requester and the Police Service and the Board supersedes all prior negotiations, representations or agreements, either written or oral. There are no covenants, representations, warranties, promises or undertakings of any kind other than those expressly set forth herein. In the event of an inconsistency between the terms of this Agreement and any schedule hereto, the terms of this Agreement shall prevail and govern.

Governing Law

26. This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Ontario. Any action or proceedings taken related to the Paid Duty Contract shall be commenced in a court of competent jurisdiction in the Province of Ontario and the Indemnified Parties agree to irrevocably attorn to the jurisdiction of such court.

Disclaimer

27. All above terms and conditions in this Agreement are subject to change to match ongoing contractual changes.