



## PAID DUTY REQUEST TERMS OF AGREEMENT

### Terms and Conditions

#### General

1. Paid duty services requested by way of this contract are subject to prior approval by the Peel Regional Police's ("PRP") Paid Duty office. PRP is under no obligation to provide paid duty officers. 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 Regional Municipality of Peel.
3. There is a minimum charge of three (3) hours per officer per paid duty plus administration fees and HST in accordance with our rate schedule. Rates are subject to change without notice.
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 and shall not be called upon to assist in any respect not ordinarily within the purview of an officer's duties.
6. Where required for the event associated with the paid duty, requestors shall provide PRP with copies of permits or other documentation to demonstrate that the activity will be conducted in accordance with applicable regulation, legislation, by-law, or policy.
7. Requestors must comply with all applicable federal, provincial and municipal laws, including the *Employment Standards Act* and the *Occupational Health and Safety Act*.
8. Due to Ministry of Labour requirements, officers are not permitted within 15 meters of operating construction equipment while working a paid duty at a traffic construction site. Officers are limited to the outer perimeter of a construction site and are not permitted to enter unless exigent circumstances exist. Entry to construction site requires approved safety footwear, hard helmets, and equipment which are not standard issue to officers.

#### Minimum Booking Notice

9. Minimum booking notice is required in order to fulfil a paid duty request depending on the event type. Deadlines to receive the request are as follows:

Regular Paid Duties – minimum notice of 3 business days required

Special Events – minimum notice of 10 business days required

Major Events and Community Events – minimum notice of 30 days required

Business days exclude weekends and statutory holidays.

10. Requests received with insufficient notice will be refused, except in the case of emergencies at the discretion of PRP, which may include unsafe conditions, crowd control, or other unanticipated events.

#### Amendments

#### Made by PRP:

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

### **Made by Requestor:**

12. Any amendments / changes to the originally submitted contract must be forwarded to the Paid Duty office in writing a minimum of 24 hours prior to the event and are subject to review by PRP. If the change cannot be accommodated, the requestor will have the option of proceeding with the original request or cancelling.

### **Emergencies**

13. 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**

14. The Peel Regional Police 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 paid duty completion.
15. Payment is due upon receipt of invoice.
16. 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.
17. Paid duty services including police vehicles are billed on an hourly basis (or any part thereof). Partial hours will be billed at the full hour rate (e.g. 20 minutes = 1 hour)
18. An administrative fee of \$15.00 will be charged on NSF cheques issued.

### **Cancellations**

19. Paid duty cancellations must be submitted in advance of the event, to the paid duty office in writing via email at [CentralPaidDuty@peelpolice.ca](mailto:CentralPaidDuty@peelpolice.ca).
20. **Short Notice cancellations** that occur outside of business hours (Monday-Friday from 8:00 am to 4:00 pm, excluding statutory holidays) must be directed to the Staff Sergeant in the Division where the paid duty was to have occurred. Call 905-453-3311 and ask the switchboard operator to speak to the on-duty staff sergeant in the applicable Division.
21. Cancellation notifications not received by PRP at least 24 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.

### **Staffing**

22. PRP reserves the right to determine the minimum number of officers / supervisors required for the performance of all pay duties in accordance with best practices and Service policy.
23. A minimum of two (2) officers is required where alcohol is being served.
24. During the duration of the paid duty, officers remain in the employ of and under the direction of PRP.

25. Each individual officer performing a paid duty will be paid by PRP and all applicable taxes and deductions will be the responsibility of PRP.
26. PRP will make every effort to fulfill a paid duty request however, the filling of the request is not guaranteed. Advance notice assists PRP filling requests.
27. Sergeants will be assigned when 5 or more paid duty officers are required for a paid duty assignment.
28. PRP is under no obligation to provide Paid Duty officers. The requestor covenants and agrees for itself, its successors and assigns that it shall forever release, remise, and discharge the Peel Regional Police, the Regional Municipality of Peel Police Services Board, the Regional Municipality of Peel, and their respective members, councillors, employees, agents, successors and assigns from any claims, costs, injuries, damages, renovation costs, business losses or any losses that may arise from the early termination of the paid duty arrangement, and shall not bring any action, suits, or proceedings against the Peel Regional Police, the Regional Municipality of Peel Police Services Board, the Regional Municipality of Peel, and their respective members, councillors, employees, agents, successors and assigns arising from such termination.

## **Vehicles**

29. PRP reserves the right to determine whether a vehicle(s) is required for the paid duty based on best practices and Service policy.
30. Vehicles are separate contract items, which are assigned to pay duties based on their availability.
31. There is a minimum one-hour charge if a vehicle is requested for a paid duty.

## **Indemnification**

32. The requestor and/or any entity which the requestor has the authority to bind shall indemnify and hold harmless the Peel Regional Police, The Regional Municipality of Peel Police Services Board, The Regional Municipality of Peel, 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, except as prohibited by law.

## **Disclaimer of Warranties**

33. It is acknowledged that the Paid Duty Contract is a service agreement. The Police Service and The Regional Municipality of Peel 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**

34. The Paid Duty Contract represents the entire and integrated Agreement between the requestor and the Police Service and the Board, and 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**

35. 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.

Note: Personal information will be 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: Information and Privacy Unit, Peel Regional Police, 7750 Hurontario Street, Brampton, ON, L6V 3W6. Phone (905) 453-2121 extension 4263.