



LASALLE POLICE SERVICE

Agreement

BETWEEN

LASALLE POLICE SERVICE (“LPS”)

and

CONTRACT PAID DUTY EMPLOYER

1.0 General

- 1.1 All services requested herein by way of this Agreement shall be subject to prior approval by the LPS’s paid duty office. The LPS is under no obligation to provide this service. In the event approval is not granted, this Agreement shall become null and void.
- 1.2 An off-duty officer performing policing (“Paid Duty”) is subject to the terms and conditions outlined in this Agreement, which may be amended at the sole discretion of the LPS at any time, as well as subject to the provisions of the *Community Safety and Policing Act, 2019, c.1, Sched. 1*
- 1.3 For the purposes of this Agreement, a “Contract Paid Duty Employer” means a person, entity, or enterprise for which a request has been made, with agreement to the terms and payment provisions, for the performance of specific police duties by a Paid Duty and the option for use of police vehicles.
- 1.4 A Contract Paid Duty Employer is not employing the Paid Duty, but rather entering into a an Agreement with LPS and the LaSalle Police Service Board (“LPSB”) to permit the off-duty officer to act in a Paid Duty capacity.
- 1.5 No Paid Duty services shall be provided for events outside the boundaries of the Town of LaSalle.

2.0 Paid Duty Performance

- 2.1 Any police officers working in a Paid Duty capacity shall:
 - a. be in their full police-issued uniform at all times;
 - b. enforce all applicable laws and statutes; and

- c. prohibit anyone from riding in or being transported in an LPS vehicle for any reason, in the event a police vehicle has been requested for the Paid Duty service.
- 2.2 All Paid Duty contracts shall be for police-related purposes. As such, Paid Duty will be precluded from performing functions such as, but not limited to, acting as doormen or bouncers, receiving or dispersing cash or goods, or if the interests of the Contract Paid Duty Employer conflicts with that of the LPS.
- 2.3 As per the Ministry of Labour requirements, Paid Duty services are not permitted within 15 metres of operating construction equipment at a construction site. Due to this requirement, all traffic related construction requests shall submit a traffic plan with their application, prior to approval of the Agreement.
- 2.4 The Paid Duty shall be entitled to an eating period of at least 20 minutes at intervals that will result in the employee working no more than five (5) consecutive hours without an eating period. This provision shall not apply if the Paid Duty agrees to two (2) eating periods that together total a minimum of thirty (30) minutes in each consecutive five (5) hour period.
- 3.0 Staffing**
- 3.1 On-duty police officers shall not work a Paid Duty. The LPS and/or the LPSB does not have the authority to force police officers to work during their off-duty hours. As such, the LPS and LPSB do not assume or accept liability for non-staffing of Paid Duty requests. The LPS will make a reasonable effort to provide a Paid Duty service, however, in the event this request cannot be fulfilled the LPS will notify the requestor as soon as practicable.
- 3.2 There will be a minimum charge of three (3) hours per Paid Duty per police officer acting in a Paid Duty capacity, in accordance with the rate schedule, as amended from time to time at the sole discretion of LPS.
- 3.3 Based on the history, nature, and/or size of the event or similar events, the LPS reserves the right to alter or increase the number of Paid Duty, and/or vehicles required, the number of hours a Paid Duty is required, the duties to be performed, or the right to cancel or refuse the request all together. This will be at the sole discretion of the LPS and LPSB.
- 3.4 A minimum of two (2) Paid Duty positions may be required by the LPS if alcohol will be served.
- 3.5 Paid Duty services which require four (4) or more Paid Duty officers shall have one (1) uniformed Sergeant assigned as one of the Paid Duty officers. There shall be an additional Sergeant for every four (4) Paid Duty officers thereafter. In the event twelve (12) Paid Duty officers are required, one of the Paid Duty officers must be a uniformed Staff Sergeant.

4.0 Payment

- 4.1 All applicable fees and taxes shall be payable upon completion of the Paid Duty service. Payment shall be made in person or mailed to the Corporation of the Town of LaSalle to the attention of Accounts Receivable Clerk. Payment terms are in accordance with the Town's schedule of fees.
- 4.2 The LPS reserves the right to request payment in full, or a security deposit, in advance of the Paid Duty service
- 4.3 Any portion of an hour worked by the Paid Duty shall be rounded up and billed as a full hour. For example, work performed for 0.4 hours shall be invoiced as one (1.0) hour.

5.0 Vehicle Use

- 5.1 The LPS reserves the right to determine whether a vehicle(s) is required for the Paid Duty service, at their sole discretion
- 5.2 Vehicles are a separate Agreement item, which are assigned to each Paid Duty service based on their availability and need.
- 5.3 There shall be a minimum one (1) hour charge per vehicle, boat, or bike, if requested for a Paid Duty service.

6.0 Cancellations

- 6.1 In the event of an emergency that impacts the LPS's staffing requirements, the LPS reserves the right to cancel a Paid Duty without notice and without penalty.
- 6.2 Paid Duty cancellations submitted by the Contract Paid Duty Employer must be submitted at least twenty-four (24) hours in advance of the event to the Paid Duty office between the hours of 8:00 a.m. to 3:00 p.m. Monday to Friday.
- 6.3 Cancellation notifications that are not received at least twenty-four (24) hours prior to the event will result in a minimum charge of three (3) hours per Paid Duty, as well as each police vehicle if applicable. Cancellations that occur after 3:00 p.m. Monday to Friday or over the weekend or a holiday must contact the on-duty supervisor at 519-969-5210.
- 6.4 The LPS reserves the right to withdraw Paid Duty from a Contract Paid Duty Employer event, at the discretion of the Chief of Police or designate, without compensation to the Contract Paid Duty Employer.

7.0 Disclaimer of Warranties

- 7.1 It is acknowledged that the Paid Duty Agreement is a service agreement. The LPS and LPSB 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 Agreement.

8.0 Indemnification

- 8.1 The Contract Paid Duty Employer and/or any entity which the Contract Paid Duty Employer has the authority to bind shall indemnify and hold harmless the Corporation of the Town of LaSalle, LPS, LPSB, 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 Paid Duty service, 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.

9.0 Entire Agreement

- 9.1 The Paid Duty Agreement represents the entire and integrated Agreement between the Contract Paid Duty Employer, LPS, and LPSB, which 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.

10.0 Non-Payment

- 10.1 Payment is due thirty (30) days from the date of the invoice. Non-payment of the invoice past the due date will result in the Contract Paid Duty Employer being liable to pay an interest rate of 1.25% per month on all outstanding invoices, in accordance with the Town of LaSalle’s schedule of fees. In the event of continued non-payment, the LPS and LPSB reserves the right to initiate legal proceedings to recover the unpaid amount, including but not limited to, any reasonable legal fees and associated costs.

11.0 Governing Law

11.1 This Agreement shall be interpreted, performed, and enforced in accordance with governing federal and provincial laws. Any action of proceedings taken related to the Paid Duty service shall be commenced in a court of competent jurisdiction.

12.0 Amendments

12.1 This Agreement may be amended at any time in writing, by either party hereto, and must be agreed upon in writing.

13.0 Severability

13.1 If any term, covenant or condition of this Agreement shall, to any extent, be declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

The following signatures indicate that you have read, understand, and agree to the provisions therein.

Name of Contract Paid Duty Employer:

Address/Postal Code of Contract Paid Duty Employer:

Phone / Fax Number:

Email Address:

(Print) Name of Authorized Person for Contract Paid Duty Employer:

By signing below I hereby agree to abide by the conditions and restrictions included in this Agreement, and certify that I am authorized to enter into this Agreement.

Signed this _____ day of _____ 20 _____, at the Town of LaSalle, in the
County of Essex, and the Province of Ontario.

(Signature of authorized person)