Hamilton Police Service

PAID DUTY CONTRACT TERMS OF AGREEMENT

General

1. Paid duty services requested by way of this Contract are subject to prior approval by the Hamilton Police Service's Paid Duty 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 Hamilton.
3. There is a minimum charge of three (3) hours per officer per Paid duty in accordance with our rate schedule.
4. The minimum number of officers / supervisors required for the performance of a paid duty shall be determined by the Police Service in its discretion, based on the nature of the event. Communications personnel may be required at the discretion of Hamilton Police Service.
5. Officers assigned will be in full uniform. No officers will attend in plain clothes.
6. Police officers are only to be contracted for police-related duties.
7. Requesters must comply with all applicable federal, provincial and municipal laws, including the Employment Standards Act and the Occupational Health and Safety Act. The Paid Duty Applicant shall permit officers/civilian member(s) to an eating period of at least 30 minutes at intervals that will result in the employee working no more than five consecutive hours without an eating period. This does not apply if the Paid duty Applicant and the officer/civilian member(s) agree, whether or not in writing, that the employee is to be given two eating periods that together total at least 30 minutes in each consecutive five-hour period.
8. **In conjunction with this Contract, all traffic related construction Paid duties will require the submission of a Traffic Plan prior to approval of the Contract.**

Please note, 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.

Amendments

Made by HPS:

9. Should there be a change to the Paid Duty services originally requested, the requester will be notified by email to ask if they wish to proceed under the altered conditions.

Made by Requester:

10. Any amendments/ changes to the originally submitted contract must be forwarded to the Paid Duty office in writing a minimum of 48 hours prior to the event and are subject to review by the Hamilton Police Service.

Emergencies

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

Payment

12. **All fees and taxes are payable in full upon completion of the paid duty. Payment can be by Credit Card in the client portal. For any other form of payment the Paid Duty Office must pre-approve. Payment must be received within 30 days of the date on which the paid duty is completed. Prepayment by Credit Card is the preferred method of payment.**

13. The Hamilton 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 Paid Duty completion.

14. 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.

15. Partial hours will be billed at the full hour rate (e.g. 15 minutes = 1 hour)

Cancellations

16. Paid duty cancellations must be submitted at least 24 hours in advance of the event, to the Paid Duty office by phone at 905-546-4366 or email paidduties@hamiltonpolice.ca from Monday to Friday between 8 am and 3 pm.

17. Short Notice cancellations that occur after 3 pm Monday to Friday, or on weekends or holidays must be directed to the on duty Division 1 Staff Sergeant at 905-546-4725.

18. Cancellation notifications not received by the Police Service 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

19. The Hamilton Police Service reserves the right to determine the minimum number of officers / supervisors required for the performance of all Paid Duties in accordance with best practices and Service policy.

20. A minimum of two (2) officers may be required where alcohol is being served.

21. Each individual officer performing a Paid Duty will be paid by the Hamilton Police Service and all applicable taxes and deductions will be the responsibility of the Hamilton Police Service.

22. The Hamilton Police Service will make every effort to fulfill a Paid Duty request however, the filling of the request is not guaranteed. Advance notice assists Hamilton Police Service filling requests.

Vehicles

23. The Hamilton Police Service reserves the right to determine whether a vehicle(s) is required for the Paid Duty based on best practices and Service policy.

24. Vehicles are separate contract items, which are assigned to Paid Duties based on their availability.

25. There is a minimum one-hour charge if a vehicle is requested for a Paid Duty.

Indemnification

26. The requester and/or any entity which the requester has the authority to bind shall indemnify and hold harmless the Hamilton Police Service, The City of Hamilton Police Services Board, , 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

27. It is acknowledged that the Paid Duty Contract is a service agreement. The Hamilton Police Service and The City of Hamilton 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

28. The Paid Duty Contract represents the entire and integrated Agreement between the requester and the Hamilton Police Service and The City of Hamilton Police Services Board, 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.

29. Provision of paid duty services in accordance with this Contract is subject to prior approval of a Police Service Command Officer. In the event approval is not granted, the Contract shall become null and void. Where a paid duty request has been received 48 hours prior to the event, the requester will be notified if the service has not been approved 24 hours before the event.

Governing Law

30. 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: Information may be collected in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and will be used only for the administration of the Paid Duty program. If you have questions about the collection and use of your personal information, please contact the FOI Coordinator at 905-546-4727.

Hamilton Police Service

PAID DUTY CONTRACT

SUBMIT ALL REQUESTS THROUGH THE ONLINE PORTAL LOCATED WITHIN THE HAMILTON POLICE SERVICE WEBSITE.

THIS SECTION IS ONLY A GUIDE TO ASSIST YOU WITH THE INFORMATION YOU NEED.

PART A - TERMS OF AGREEMENT ACKNOWLEDGEMENT

By my signature, below, I acknowledge:

(a) that I have read and understood all Terms of Agreement contained on pages 1 to 3 of this Contract, and

(b) that I accept, and agree to abide by, all Terms of Agreement contained on pages 1 to 3 of this Contract.

Requests must be submitted a minimum of 5 business days before event or 10 business days for Film SPFX Request

SIGNATURE OF PERSON REQUESTING PAID DUTY	DATE Y Y M M D D

PART B - TO BE COMPLETED BY PERSON / AGENCY REQUESTING PAID DUTY

NAME OF REQUESTING AGENCY / PERSON (THIS WILL APPEAR ON THE INVOICE)	
ADDRESS OF REQUESTING PARTY (#, STREET, CITY, PROVINCE, POSTAL CODE)	
CONTACT NAME	CONTACT PHONE NUMBER
CONTACT EMAIL	

PART C - TO BE COMPLETED BY PERSON / AGENCY REQUESTING PAID DUTY

DESCRIBE THE EVENT FOR WHICH THE PAID DUTY IS REQUIRED AND TYPE OF PAID DUTY SERVICE REQUESTED
(IF MORE SPACE IS NEEDED, PLEASE ATTACH SEPARATE SHEET)

☐ **TRAFFIC PLAN ATTACHED** ☐ **FILM PERMIT ATTACHED**

PART C (CON'T) - TO BE COMPLETED BY PERSON / AGENCY REQUESTING PAID DUTY

SPECIFICS

DATE OF EVENT	START TIME FOR OFFICERS	FINISH TIME FOR OFFICERS

LOCATION OF EVENT (FULL ADDRESS)

ON SITE CONTACT NAME	ON SITE CONTACT PHONE NUMBER

NUMBER OF OFFICERS REQUESTED	EQUIPMENT REQUIRED (EQUIPMENT AVAILABLE IS LISTED BELOW)	WILL ALCOHOL BE SERVED? ☐ YES ☐ NO	ANTICIPATED NUMBER OF PERSONS ATTENDING EVENT

SECURITY ISSUES ANTICIPATED / IDENTIFIED

RATES ARE EFFECTIVE OCTOBER 12, 2025 (SUBJECT TO CHANGE)	HR RATE (PER MEMBER AND/OR EQUIPMENT)	MIN. HOURS (PER MEMBER AND/OR EQUIPMENT)
POLICE SERVICE MEMBERS		
PATROL OFFICER	$85.81	3
SERGEANT	$99.54	3
STAFF SERGEANT	$110.26	3
COMMUNICATIONS PERSONNEL	$78.40	3

RATES ARE EFFECTIVE JANUARY 17, 2022 (SUBJECT TO CHANGE)	HR RATE (PER MEMBER AND/OR EQUIPMENT)	MIN. HOURS (PER MEMBER AND/OR EQUIPMENT)
EQUIPMENT		
CRUISER	$35.00	3
MOTORCYCLE	$35.00	3
BICYCLE	$21.00	*PER ASSIGNMENT*
POLICE BOAT	$75.00	3

TOTAL FEES WILL INCLUDE:
ADMINISTRATION FEE (30% OF SUBTOTAL), AND + HST (13%) ON TOTAL.
SERVICES WILL ONLY BE PROVIDED IN HOURLY INCREMENTS. ANY PART HOURS WILL BE INVOICED AS FULL HOURS.

ANY QUESTIONS SHOULD BE DIRECTED TO THE PAID DUTY CO-ORDINATOR AT (905)546-4366.

SUBMIT ALL REQUESTS THROUGHT THE PAID DUTY ONLINE PORTAL LOCATED ON THE HAMILTON POLICE "HIRE A PAID DUTY OFFICER" WEBSITE.
BE SURE TO SUBMIT ALL TRAFFIC PLANS, EVENT MAPS, LIQUOR LICENSE, CITY AND FILM PERMITS ISSUED FOR YOUR EVENT IN THE PORTAL.

PART D - TO BE COMPLETED BY COMMAND OFFICER REVIEWING / APPROVING REQUEST

SIGNATURE OF COMMAND OFFICER OR DESIGNATE	DIVISION	Y Y M M D D	PAID DUTY IS
	COMMUNITY SAFETY DIVISION		☐ **APPROVED** ☐ **DENIED**

IF DENIED, PLEASE PROVIDE REASONS:

CONTRACT