



EDMONTON POLICE SERVICE

EXTRA DUTY DETAIL APPLICATION FORM

A PDF Application Guide is available to assist you in understanding the information you will be required to provide when completing this Application Form. It is recommended that you review the Extra Duty Detail Business Rules and the Application Guide prior to completing this application.

Section 1:

Client / Organization Information:

Client / Organization Name:

Date of Birth (DDMMYY):

Address:

Telephone Number:

Cellular Number:

Fax Number:

E-Mail:

Name of Person Making Application (if different from Client /Organization Information):

Name:

Date of Birth (DDMMYY):

Business Address:

Telephone Number:

Cellular Number:

Fax Number:

E-Mail:

Name of Contact Person at Event:

Name:

Date of Birth (DDMMYY):

Business Address:

Telephone Number:

Cellular Number:

Fax Number:

E-Mail:

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Section 2:

Event Details:

Date of Application (DDMMYY):

Event Name:

Event Type (Major Event; Sport Event; Concert; Traffic Event; Other):

Description of Event (Provide a general overview of the event):

Event Date From (DDMMYY):

Event Date To (DDMMYY):

Address of Event:

Venue / Site Name:

Type of Site:

Emergency Response Plan: Yes No

Security Plan: Yes No

Event Start Time (24hrs):

Event End Time (24hrs):

Doors Open At (24hrs):

Expected Attendance:

Primary Age Range (0-12; 13-18; 19-25; 26-40; 41-45; 46 & up; Family Event):

Type of Ticket Sales (Advanced; Walk Up; Advanced and Walk Up Sales; Public Event; Private Event):

Reason for Requesting Police Officers:

Liquor Sales: Yes No

Liquor Served: Yes No

Permit #:

Alcohol Consumption Permitted Until (24hrs):

Food Served or Sold: Yes No

Recurring Event with Client: Yes No

Where/When/Past Issues:

Section 3:	
Public Safety and/or Private Security Details	
Private Security in Attendance:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Security Company:	
Is company licensed in Alberta:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Number of Public Safety Volunteers or Security Officers:	
Description of how you are addressing public safety:	

Section 4:	
Client Billing Information	
Client / Organization Name:	
Name of Contact:	
Date of Birth (DDMMYY):	
Address:	
Telephone Number:	
Cellular Number:	
Fax Number:	
E-Mail:	
Purchase Order Number:	
<p>The personal information on this form will be collected, used and disclosed for the purposes outlined in Sections 33 to 43 of the <i>Freedom of Information and Protection of Privacy (FOIPP) Act</i>, and for other legal requirements where they are consistent with the <i>FOIPP Act</i>, or the equivalent provisions of any successor(s) to the <i>FOIPP Act</i>. Questions? Please contact Edmonton Police Service, 9620 - 103A Avenue, Edmonton, Alberta, T5H 0H7.</p>	
I am aware that a criminal check may be conducted and I agree to those terms.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5:	
Extra Duty Detail: (for Extra Duty Detail office use only)	
Review Date (DDMMYY):	
Reviewed By:	
Comments:	

Once application is complete, email to Extra Duty Detail at extradutydetail@edmontonpolice.ca. Please include all related attachments. When the attached Policing Services Terms and Conditions is signed, then it along with this Form, and the Policing Cost Estimate (or quote) we provide to you will together become a binding contract between us.

POLICING SERVICES TERMS AND CONDITIONS

The Client and the EPS hereby agree as follows:

1. Interpretation

1.1. For this Agreement, the following terms have the following meanings:

- (a) "Agreement" means these Policing Services Terms and Conditions together with the attached Extra Duty Detail Application Form and Policing Cost Estimate.
- (b) "Business Hours" means the hours during which the offices of the EPS's Extra Duty Detail Unit operate, currently Monday to Friday from 8:00am to 4:00pm, excluding statutory holidays (i.e., each "holiday" as defined in the *Interpretation Act*, RSA 2000, c I-8).
- (c) "Client" means the 'Client / Organization' named in the Extra Duty Detail Application Form that has requested that EPS provide policing services for the Event.
- (d) "Confidential Information" means any information or materials disclosed or made available from one party to another party pursuant to this Agreement and at the time of disclosure is identified as, or should have been reasonably understood by the receiving party to be, proprietary or confidential. Each party shall use Confidential Information disclosed to it by the other party only for the purposes of its disclosure and for performing obligations under this Agreement.
- (e) "EPS" means the Chief of Police of the Edmonton Police Service appointed pursuant to s. 36 of the *Police Act*, RSA 2000, c P-17. The Edmonton Police Service, a municipal police service operated by the City of Edmonton, is regulated under the *Police Act*.
- (f) "EPS Member" means a police officer employed by the EPS working the Event.
- (g) "Event" means the event or circumstances as described in 'Event Details' section of the Extra Duty Detail Application Form, which includes the location and other particulars, for or at which the EPS will provide the Services.
- (h) "Extended Service Engagement" means an Event for which the Services will be provided on either a continuous term or for multiple, specific periods over a defined term as stated in the 'Event Details' section of the Extra Duty Detail Application Form, which exceeds the duration typically associated with a one-off Event.
- (i) "Incidence of Force Majeure" means an event and/or circumstance that: (i) is beyond the reasonable control of EPS; (ii) could not have been mitigated, avoided, or prevented through the exercise of reasonable care and precautions; and (iii) materially and adversely affects the performance of the Services.
- (j) "Services" means the policing services to be provided by the EPS as described in more detail in the Policing Cost Estimate.

1.2. If a conflict arises between any of the documents in this Agreement, the documents will be given precedence in the following order, with documents listed before taking precedence over those listed afterward: Policing Cost Estimate, Policing Services Terms and Conditions, Extra Duty Detail Application Form.

2. Services

- 2.1. The Client shall be responsible for creating and executing its security plan to ensure the safety of people and property at the Event. The EPS is not providing advice to the Client on how to plan, staff and implement the Event security plan. The Client represents that it has provided accurate details of its Event security plan under the 'Public Safety and/or Private Security Details' section of the Extra Duty Detail Application.
- 2.2. The EPS has accepted the Client's Extra Duty Detail Application to provide the Services for the Event as set out and/or as may be varied in Policing Cost Estimate. The EPS makes no representation nor gives any warranty as to the compatibility of the Services with any requirements imposed on the Client for such services by contract with a third party or otherwise. The Client shall be solely responsible for ensuring the sufficiency and suitability of the Services to the particular circumstance for which the Services are required by the Client.
- 2.3. Addition, Suspension, or Reduction of Services. The EPS may, one or more times at its sole discretion, take any of the following action:
 - (a) Provide additional policing services in excess of those agreed-to in Policing Cost Estimate, where those additional services are required in order to maintain the safety of the patrons, public or EPS Members at the Event, the costs of which shall be borne by the Client in accordance with the hourly rates stated in Policing Cost Estimate.
 - (b) Suspend or cease to provide the Services if doing so is required to maintain the safety of the patrons, public or EPS Members at the Event. The EPS shall, as soon as is reasonably practicable, notify the Client in such circumstances with details as to the suspension or cessation of Services.
 - (c) Reduce the Services for reasons other than in paragraph (b) above or an Incident of Force Majeure. Subject to section 3, the EPS shall not charge the Client for the portion of the Services reduced and shall, as soon as is reasonably practicable, notify the Client in such circumstances.
- 2.4. In providing the Services, the EPS is subject to the requirements of the *Police Act* and the EPS will perform the Services in accordance with its policies and procedures. The EPS will in no way take instructions from the Client in providing the Services.
- 2.5. The EPS Members providing the Services will be considered or deemed as:
 - (a) "authorized representatives" of the Client for the purposes of enforcing the *Trespass to Premises Act*, RSA 2000, c T-7;
 - (b) "inspectors" for the purposes of enforcing the *Gaming and Liquor Act*, RSA 2000, c G-1; and
 - (c) "Bylaw Enforcement Officers" for the purposes of enforcing the City of Edmonton Bylaw 20002 – Business Licence Bylaw.
- 2.6. While providing the Services, the EPS may investigate violations of municipal, provincial and federal laws and take any necessary resulting actions including, but not limited to, actions against the Client.
- 2.7. The EPS may provide reports to the Client only as would be required in the normal course of investigation in accordance with EPS procedures and subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25, or any successor(s) to that legislation.

- 2.8. EPS's provision of the Services is subject to Incidents of Force Majeure that require the re-allocation of the resources assigned to the Services, in the EPS's sole discretion. Once becoming aware of an Incidence of Force Majeure possibly or already affecting the Services, the EPS shall notify the Client as soon as is practicable:
 - (a) about the nature of the Incidence of Force Majeure, and
 - (b) how the provision of the Services will be affected by the Incidence of Force Majeure.
- 2.9. The Client shall report any patron or public misconduct relating to the Event to the EPS Members providing the Services.
- 2.10. The Client shall report any misconduct of EPS Members in writing to the Chief of Police.

3. Costs and Termination

- 3.1. The Client shall pay for the Services at the agreed-to number of personnel hours and equipment and at the rates described in Policing Cost Estimate. Regardless of early Event conclusion or early dismissal of EPS Members by the Client, a minimum charge of 3 hours per Members applies, subject to paragraph 3.11. If the Event extends beyond the date(s) or time(s) stated under the 'Event Details' section of the Extra Duty Detail Application, then the Client shall pay for additional hours worked by EPS Members in accordance with the rates stated in Policing Cost Estimate. The hours of service will be payable based on each 15 minutes of Services or portion thereof provided by the EPS.
- 3.2. The EPS shall accommodate the Client's reasonable change requests to the agreed upon personnel hours and equipment in the Policing Cost Estimate up to 24 Business Hours prior to the start of the Event, due to changes in Event length or other circumstances. For Extended Service Engagements, the foregoing will apply up to 24 Business Hours prior to each shift of Services.
- 3.3. If an EPS Member is injured in the performance of their duties while providing the Services and, accordingly, needs to leave their shift early to recover or seek medical treatment, the Client shall pay for that injured EPS Member's full shift assigned to the Services for that day.
- 3.4. The Client agrees that the EPS may conduct a financial credit check of the Client to satisfy the EPS that the Client will be able to pay for the costs pursuant to this Agreement.
- 3.5. The EPS may require that the Client provide one or more deposits or make payments in advance to the EPS as a condition of providing the Services in order to guarantee the payment of the amounts due under this Agreement. The deposits or advance payments shall be credited to the Client in the final invoice issued by EPS for a one-off Event, or for an Extended Service Engagement, in one or more invoices.
- 3.6. The Client shall pay to the EPS, within 30 days of receipt by the Client of each invoice from the EPS, for the Services, other charges under this section 3, and any additional services provided by EPS in accordance with paragraph 2.3. The Client shall pay interest on late payments at a rate of 1.5% per month compounded monthly. Invoices will be deemed as conclusively accepted 10 days after its receipt by the Client, unless the Client notifies the EPS within those 10 days that it disputes that invoice, with such notice including particulars of the invoice items in dispute.
- 3.7. All payments under this Agreement will be payable to the City of Edmonton by cheque or electronic funds transfer (EFT).

- 3.8. For all Client requests for cancellation of Services or termination of this Agreement, the Client shall notify the EPS's Extra Duty Detail Office (780) 421-2888 and emailed at extradutydetail@edmontonpolice.ca during regular Business Hours. The EPS will be under no obligation to accept cancellations or termination requests received during weekends or statutory holidays.
- 3.9. Any changes to the Services requested by the Client including the number of EPS Members, start and or end times must be sent to the EPS's Extra Duty Detail Office (780) 421-2888 and emailed at extradutydetail@edmontonpolice.ca during regular Business Hours and, outside of the 24 hours prior to the commencement of the Services.
- 3.10. This Agreement may be terminated at any time without cause by either party by providing written notice to the other party at least 24 Business Hours prior to the termination date specified on that notice. The Client shall pay for all Services rendered up to the termination date.
- 3.11. If the Client cancels any Services or terminates this Agreement with less than 24 Business Hours notice prior to the Event, or less than 24 Business Hours notice before the next shift for Services in an Extended Service Engagement, the Client shall pay for a minimum of 3 hours of Service for each EPS Member identified in Policing Cost Estimate for the Event, or for an Extended Service Engagement, for the next shift of Services.
- 3.12. This Agreement may be immediately terminated by the EPS if the Client:
 - (a) is in default of its obligations under this Agreement; or,
 - (b) is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Client's insolvency or for any other reason.

4. Insurance, Limitation of Liability and Indemnity

- 4.1. The Client shall maintain in full force and effect General Liability Insurance covering the Event in an amount not less than \$2 million CAD (or CAD amount equivalent) in third party liability coverage per occurrence for personal injury and/or property damage. The Client shall provide to the EPS proof of such insurance policy prior to the start of the Services.
- 4.2. The EPS's and the City of Edmonton's total and aggregate liability for any loss, damage, cost or expense suffered or incurred by Client arising out of or in connection with this Agreement is limited to the dollar amount paid by Client for the Services during the 12 months immediately prior to the event giving rise to that loss, damage, cost or expense. Neither the EPS nor the City of Edmonton will be in any way liable to the Client for indirect, special, incidental, punitive, or consequential damages. The EPS and the City of Edmonton will have no liability for the following: (i) losses of revenue, income, profit or savings; (ii) loss of business opportunity; (iii) business interruption or downtime; (iv) loss of goodwill or reputation; or (v) losses due to the acts of EPS Members that were done within the scope of their policing duties.
- 4.3. The Client shall indemnify and save harmless the EPS, the City of Edmonton, and their respective members, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims, liability, and costs (plus reasonable legal fees and disbursements) suffered by any or all of them because of, or by reason of, any acts of EPS Members within the scope of their policing duties, any breach of this Agreement by the Client, and any act, error, omission or negligent act of the Client during the provision by the EPS of the Services.

5. Confidentiality

- 5.1. Each party undertakes not to (and to ensure that its employees and contractors shall not) disclose to any third party or publish any of the other party's Confidential Information and shall not use the other party's Confidential Information except as: (i) contemplated by this Agreement, (ii) to its legal advisors, (iii) expressly consented to in writing by the other party, or (iv) required by law.

6. General

- 6.1. If any dispute arises regarding or pertaining to this Agreement: upon written request delivered to the other party, senior managers from each party shall meet for the purpose of resolving the dispute. Unless otherwise agreed to, that meeting shall occur within 15 days of the receipt of the written request and the parties shall endeavour to resolve the dispute within 60 days of that meeting.
- 6.2. The Client shall not use any logo, emblem, flag, crest, official mark, or other trademark of the EPS in any manner without the express prior written consent of the EPS.
- 6.3. Upon the termination or expiry of this Agreement, neither party will have any liability to the other party other than for any obligations or liabilities which would have accrued prior to the date of termination or expiry or pursuant to any provisions which are, expressly or by implication, intended to survive or to take effect on or after the termination or expiry of this Agreement, particularly the following provisions: 3.6, 3.7, 4.2, 4.3, 5, 6.1, 6.2, 6.3, 6.5, 6.7
- 6.4. This Agreement has been negotiated between sophisticated parties and, thus, will be interpreted on its terms without regard to which party drafted it.
- 6.5. No attempted assignment of this Agreement by the Client will be of any effect except (a) further to a merger, consolidation, other type of reorganization, or sale of all or substantially all of its equity or assets, all with prompt notice and reasonable evidence of same provided to the EPS, or (b) with the EPS's express written consent.
- 6.6. This Agreement is the entire agreement between the parties and there are no other representations, conditions, covenants or warranties other than those expressed in this Agreement. Any amendments to this Agreement will have no effect unless made in writing and signed by both parties.
- 6.7. Alberta law and the applicable federal laws of Canada govern this Agreement in all respects. The parties irrevocably attorn to the jurisdiction of the Courts of competent jurisdiction in Edmonton, Alberta.
- 6.8. Any formal notices required to be provided by a party to another party shall be in writing and delivered in person, by registered signed-for mail, signed-for prepaid courier, or email. The Client's address and email (if provided) for notices is stated in the Extra Duty Detail Application Form. The EPS's address for notices is below. Notices will be deemed conclusively delivered as follows: (i) if delivered in person, as of the date that an employee or agent of the recipient is handed the notice; (ii) if by signed-for registered mail or prepaid courier, as of the date stated in the signed confirmation; (iii) if by email, on the date that the email is sent to the recipient, unless the sender receives an automated reply stating that delivery of its email was delayed or was undeliverable. The EPS's operations contact, which is not to be used for notices, is also listed below.

Notices to the EPS:
Edmonton Police Service
9620 103a Ave NW
Edmonton, Alberta T5H 0H7
Attn: Deputy Chief of Police i/c
Investigations & Support Services
Bureau

Operations contact for EPS (not for
notices):
Edmonton Police Service
9620 103a Ave NW
Edmonton, Alberta T5H 0H7
Attn: S/Sgt. i/c Disaster & Emergency
(DEOPS)
Currently: S/Sgt. David Goodkey
Ph: 780-421-2782
Email: extradutydetail@edmontonpolice.ca

- 6.9. This Agreement may be signed: (a) in one or more counterparts with each counterpart scanned and delivered in PDF format, and/or (b) electronically using digital PDF signatures, DocuSign or another mutually agreed-to electronic signature method or service.
- 6.10. **This Agreement has been prepared by the EPS. The Client states that, before signing this Agreement, it has had an opportunity to seek independent legal advice or counsel or has waived its right to do so.**

The parties have signed this Agreement on the dates below their respective signatures:

Edmonton Police Service
Field Response Branch - DEOPS

CLIENT

Sign: _____

EDD Supervisor or Designate

Name: _____

Date: _____

Title: _____

Date: _____