

AGREEMENT

This Agreement made this ____ day of _____, 2012, by and between the Burlington Police Officers' Association, hereinafter referred to as the "Association", and the _____, a partnership/corporation duly organized and existing under the laws of the State of Vermont, with a place at business at _____, _____, Vermont, hereinafter referred to as "Company".

WITNESSETH:

WHEREAS, Company wishes to employ the services of off-duty City of Burlington Police Officers; and

WHEREAS, Association has available to it the services of off-duty City of Burlington Police Officers, hereinafter referred to as "officers";

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, Company and Association agree as follows:

1. Association shall make available to Company ____ off-duty uniformed Burlington Police Officer(s) to provide the following security services:

The Association cannot force officers to cover overtime jobs. In the chance that no one signs up for this security service, it can go uncovered. But all efforts will be made to fill the position.

2. The officers are to be guided by the rules, policies, procedures and regulations of the Burlington Police Department. In the event of a conflict between directives of Company and rules, policies, procedures and regulations of the Burlington Police Department, the latter shall control.

3. Association shall provide the Company with officers with uniforms and equipment, including sidearms, belt, holster, and badges without cost to the Company. Further, Company shall not be responsible for social security benefits, workers' compensation benefits, or unemployment taxes of the officers provided by the Association.

4. For the services specified in this Agreement, Company shall pay Association the sum of (\$54.00) per hour per officer.

Payment is due and payable and shall be made in full within thirty (30) days of date of billing (“due date”) at the office of the following:

Burlington Police Department
ATTN: Lisa Heald
One North Avenue
Burlington, VT 05401

Interest shall accrue at the rate of twelve percent (12%) per annum on any payments not made by the due date.

Said Company may **cancel contract 48 hours prior** to the scheduled security service. Otherwise, Company agrees to a **minimum compensation of three hours pay for each officer** scheduled to provide security. For cancellations, Said Company needs to contact the Burlington Police Officers Association’s Business Agent or the Burlington Police Department’s Officer In Charge at 316-0474 or 540-2401 or 540-2100.

5. Company agrees to indemnify and hold the City of Burlington (“City”) harmless for any and all claims, to include claims for bodily injury, property damage, or wrongful death that may arise from the actions of officers within the scope of services to be performed pursuant to this Agreement. The Company agrees to provide the City with proof of insurance coverage (i.e. a certificate of insurance or equivalent documentation) which states adequate proof of coverage for the activities and time period covered by this Agreement. Additionally, the Company agrees that it shall be liable to the City for any cost it incurs, including attorney’s fees, in defending against any such actions. A Company will only be required to provide such proof of insurance once during every coverage period. However, the Company is required to notify the City if its insurance coverage during the policy period for which coverage has been represented to the City is cancelled, altered, or limited in any way.

6. Company acknowledges and assumes the risk of injury to its employees and its property in connection with the actions of officers within the scope of services to be performed pursuant to this Agreement, and Company agrees that if any loss occurs to its employees or its

property that it will make no claim whatsoever against Association or the City of Burlington or any of their officers, employees, agents, or representatives.

7. The parties intend that an independent contractor-employer relationship will be created by this Agreement. Company is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Association. Association is not to be considered an agent or employee of Company for any purpose, and the officers are not entitled to any of the benefits that the Company provides for Company's employees.

8. The Company understands that the City maintains the right to cancel the scope or period of work to be performed under this Agreement due to City Police Departmental emergencies, as determined by the City.

9. This Agreement and any amendments thereto shall not be binding on either party until they have been approved by the Chief of Police and signed by the Chief of Police

PLEASE FILL IN BILLING INFORMATION BELOW:

IN WITNESS WHEREOF, the parties have caused these presents to be executed by themselves or by their respective officer or representative thereunto duly authorized, the day and year first above written.

IN PRESENCE OF:

Print: _____ Sign: _____ Date _____
Name of Duly Authorized Agent for Company

Duly Authorized Agent BPOA Badge # Date

APPROVED BY:

Chief of Police or Designee City of Burlington Date