

Exhibit D

Agreement for Services

- (I.) The City of Boca Raton's police officers are at all times subject to the policies, rules and regulations governing employees of the Police Services Department ("Department"). A person or entity that hires a Department police officer for an extra-duty detail ("Customer") has no authority over the Department's police officers and the customer's rules shall **never** supersede Department policies, rules and regulations. Any conflicting rules of will be disregarded. As determined by the Department, the Department's police officers may be recalled to on-duty status at any time for emergency operations.

- (II.) Customers who wish to cancel an extra-duty employment request are required to give a minimum of twenty-four (24) hours notification of cancellation to Extra Duty Solutions during normal business hours, at 561-463-3708. Customers failing to give the required notification of cancellation of the extra-duty officer shall be charged a minimum of three (3) hours for each scheduled police officer.

- (III.) Customer understands:
 1. An indemnification Agreement must be signed by each customer and approved by the Department prior to assigning extra-duty officers.
 - a. The Indemnification Agreement may be updated from time to time due to updated procedures and policies. This may include, but not be limited to, hours to be worked, pay rate change, and officer availability.
 - b. The Indemnification Agreement shall be updated each time the indemnitor company or authorized signatory for the indemnitor changes.
 - c. Customer will be bound by the terms of the indemnification agreement and shall remain liable under the Indemnification Agreement for any act or omission of Indemnitee's police officers that occurs during their employment by Indemnitor.
 2. Customer will be required to employ a sufficient number of police officers to insure safe and efficient law enforcement coverage for the event Customer is hosting.
 3. Customer will be quoted the anticipated cost based on the number of police officers needed. The rates used will include an administrative fee to cover the costs associated with scheduling.
 4. The Department is vested with the authority to determine the number of officers that will be needed at a particular extra-duty detail based on the anticipated workload, the location of the event, the traffic control necessitated by the event, the history of the event, etc.
 - a. As a general rule, the Department has established the following requirements:
 - i. Events requiring between five and nine police officers shall require the assignment of a supervisor for the extra-duty detail.
 - ii. Events requiring ten or more police officers shall require the assignment of two (2) supervisors.
 - iii. The Department is vested with the authority to determine the number of supervisors required at a particular detail and may alter the span of control required when in the best interest of the City and the Department.
 5. If an officer that Customer has employed for an extra-duty detail is late or does not show up

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for the detail, Customer will call Extra Duty Solutions at 561-463-3708.

6. There is a three (3) hour minimum for extra-duty employment and any additional time shall be billed in fifteen (15) minute increments. The current rate of pay for extra-duty officers is set out in the attached chart entitled "Rates per hour."

INDEMNIFICATION AGREEMENT

THIS AGREEMENT made by and between the Customer, hereinafter referred to as "**INDEMNITOR**," and the **CITY OF BOCA RATON**, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432, hereinafter referred to as "**INDEMNITEE**".

WHEREAS, the Indemnitor desires to hire one or more City of Boca Raton policed officers for an extra-duty detail or extra-duty details; and

WHEREAS, the Indemnitor will benefit from the service of such police officers; and

WHEREAS, the Indemnitor recognizes the increased civil liability of the Indemnatee that could result from the acts or omissions of the Indemnitor's police officers while working for the Indemnitor; and

WHEREAS, the Indemnitor also recognizes that the hiring of the Indemnatee's police officers for an extra-duty detail or for extra-duty details may result in claims for property damage, bodily and/or personal injury, or death.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Indemnitor agrees that it will, at all times, hereafter, defend, indemnify and hold harmless the Indemnatee, its employees, their heirs and successors in interest from any and all claims, demands, actions, judgments and suits, including, but not limited to, claims for property damage, bodily and/or personal injury or death, which the Indemnatee may be obligated to pay out of, or in connection with, any action for which Indemnatee may be liable under Federal or Florida law, together with any and all costs, attorney's fees or other expenses incurred or to be incurred by Indemnatee in the defense of any such claim, action, judgment or suit, including the enforcement of this Agreement, as the result of the extra-duty employment of Indemnatee's police officers, while acting to the use and benefit of the Indemnitor, whether such claim be groundless or not.

This Indemnity Agreement shall take effect and continue in force upon the employment by Indemnitor of any of Indemnatee's police officers; and the Indemnitor shall remain liable under this Agreement for any act or omission of Indemnatee's police officers that occurs during their employment by Indemnitor. This agreement shall survive termination or expiration of the services provided by Indemnatee's police officers and shall remain effective for any such act that has occurred during the time the Indemnatee's police officers are employed by Indemnitor.

This Indemnification Agreement shall be binding upon the Indemnitor and shall inure to the benefit of the Indemnatee and its employees.

By Submitting the Application, Customer agrees to this Agreement for Services and the Indemnification Agreement and expressly acknowledges its receipt and agrees to be bound by Agreement for Services and the terms of the Indemnification Agreement.