



Request to Hire Uniformed Employee

I. ROLE OF THE EMPLOYEE.

When hiring a uniformed employee (*police officer or other employee*) to perform law enforcement functions, the employee can only enforce applicable Federal, State and local laws, including traffic direction. The employee cannot be used to enforce rules and regulations of the outside employer. With the approval of the Chief of Police an employee may use government equipment where there is a "government interest" in the job to be performed. Therefore, there must be an overriding "government interest" in the authorization for outside employment.

II. PURPOSE.

Please provide a job description and a statement outlining the need for hiring a uniformed police officer/employee, and the specific job duties/assignment that the employee(s) will be asked to perform.

III. NUMBER OF EMPLOYEE(S) REQUESTED.

The undersigned employer is requesting to hire: (*On police union holidays & New Year's Eve, the officer(s) are compensated at a rate of pay at time in one-half of the below rate of pay for actual hours worked.*)

1. _____ Number of police officer at the rate of pay \$45 per hour for a minimum of 3 hours. Details requiring five or more officers must include a supervisor as one of the officers. Supervisor rate of pay is \$50 per hour for a minimum of 3 hours.
2. _____ Number of non-law enforcement employees at the rate of pay \$45 per hour.
3. _____ Number of request police cruisers. (Cruiser charge is \$50 per hour with a 3 hour minimum.)

IV. LOCATION(S) OF JOB/ASSIGNMENT.

The undersigned employer is requesting to hire employee(s) for the following location(s): (Be specific. List the name of the business/facility and address. Use additional paper if necessary.)

V. DATE/TIME/LOCATION.

The undersigned employer is requesting to hire employees for the following date(s) and time(s). (If necessary, use additional paper):

VI. SPECIAL INSTRUCTION'S FOR THE EMPLOYEE(S).

Undersigned Employer's Contact Person: _____

Contact Person's Phone & Email: _____

Other: _____

VII. TERM.

This Request shall expire one year from the date of the signature of the person representing the undersigned employer.

VIII. INDEMNIFICATION/INSURANCE.

The undersigned employer desires to employ employee(s) of the City of Lincoln's Police Department and the undersigned employer acknowledges that employees which are police officer(s) may have to use force or effectuate an arrest during the duration of this outside employment with the undersigned employer. In consideration of employing a police officer(s) or uniformed employee(s) in an outside employment capacity, the undersigned employer agrees to the fullest extent permitted by law, and without regard to the availability, terms or limits of liability of any insurance, to defend, indemnify and hold harmless the City of Lincoln, its agents, officers and employees from and against any and all claims, suits, demands, actions, liabilities, losses, damages or judgments arising by injury or death of any person, or claim of wrongful arrest, or violation of any civil right, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs, investigator fees and expert fees) of any nature whatsoever arising out of the employment of the police officer(s) or uniformed employee(s), regardless of where the injury, death, damage, wrongful arrest, or violation of civil rights may occur.

Notwithstanding the above indemnification, the undersigned employer shall give the City of Lincoln's Chief of Police reasonable notice of any matter covered herein and shall forward to the City of Lincoln's Chief of Police a copy of every demand, notice, summons or other process received in any claim or legal proceeding covered hereby.

In addition to the above indemnification, the undersigned employer agrees and certifies that it will maintain insurance coverage for the City of Lincoln, its police officer(s) or uniformed employee(s) hired which provides liability coverage to perform the services requested in this Agreement. **The minimum acceptable limits of liability to be provided by such insurance shall be as follows: 1) All Acts or Omissions - \$1,000,000 each Occurrence, \$2,000,000 Aggregate; 2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence, \$2,000,000 Aggregate; 3) Personal Injury Damage - \$1,000,000 each Occurrence; 4) Contractual Liability - \$1,000,000 each Occurrence; 5) Medical Expenses (any one person) - \$10,000; 6) Worker's Compensation – Statutory Limits; 7) Employers' Liability - \$500,000; and 7) Automobile - \$1,000,000 Combined Single Limit.** Umbrella insurance may be used to supplement general, automobile, and employers' liability insurance coverage provided that the umbrella insurance contains terms no more restrictive than the applicable underlying insurance. *A Certificate of Insurance shall be provided with this signed Request and shall state in the description of operations section, "The City of Lincoln and its employees are specifically named as an additional insured in this policy."* All insurance provided shall be on a standard ISO form, shall be written on an "occurrence" and "duty to defend" basis, and shall be specifically identified as being primary and non-contributory with respect to any insurance or self-insurance available to the City of Lincoln, its employees or its assigns. In the event of a failure to provide the described insurance, the undersigned outside employer shall defend, indemnify and hold harmless the City of Lincoln, its employees and its assigns to the same extent as if the described insurance had

been obtained as required by this agreement. The undersigned employer is required to provide the Chief of Police with thirty (30) days' notice of cancellation, non-renewal or any material reduction of insurance as required by this Request form.

Sections VIII survives the expiration of this Request and/or the completion of services by the employee(s).

IX. FAIR EMPLOYMENT & LABOR STANDARDS.

The undersigned employer shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat.* § 48-1122, as amended. The undersigned employer shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

X. INTEGRATION, AMENDMENTS, ASSIGNMENTS.

This Request represents the entire agreement. The undersigned employer is prohibited from assigning duties and responsibilities found in this Request. Additionally, the undersigned employer shall be prohibited from entering into a separate agreement with City of Lincoln's employee(s) which is inconsistent with this document, specifically but not limited to liability and insurance requirements.

XI. SEVERABILITY & SAVINGS CLAUSE.

Each section and each subdivision of this Request is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of the terms of this document and invalidity of any section or subdivision of a section of this Request shall not invalidate any other section or subdivision of a section thereof.

XII. NEBRASKA LAW.

The terms of this Request shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XIII. DUTY TO REPORT. (Initial)

The undersigned employer shall notify the Chief of Police immediately upon any perceived misconduct on the part of the employee while employed by the outside employer.

XIV. CAPACITY.

The undersigned person representing the employer does hereby agree and represent that he or she is legally capable to sign this document and to lawfully bind the employer to the terms of this document.

Employer: _____
(Insured)

By: _____
(Signature of Authorized Representative)

(Print Name of Authorized Representative)

Title: _____

Date: _____

LPD Reviewer: _____

Date: _____

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