



# Request to Hire Overtime 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.

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## III. NUMBER OF EMPLOYEE(S) REQUESTED.

The undersigned is requesting the City of Lincoln to provide:

1. \_\_\_\_\_ Number of police officer(s). The undersigned agrees to pay the City of Lincoln for the actual costs (overtime plus benefits) of providing the employee(s). Details requiring five or more officers must include a supervisor as one of the officers. If ten or more officers are requested a dedicated dispatcher will be required see #2. Enclosed with this request is a deposit of \$\_\_\_\_\_ (number of employee(s) multiplied by \$43.58 multiplied by 1.5, with a 2 hour minimum).
2. \_\_\_\_\_ Number of non-law enforcement employee(s). Requests of 10 or more police officers require a public safety dispatcher for communication, coordination, and officer safety. The undersigned agrees to pay the City of Lincoln for the actual costs (overtime plus benefits) of providing the employee(s). Enclosed with this request is a deposit of \$\_\_\_\_\_ (number of employee(s) multiplied by \$27.583 multiplied by 1.5, with a 2 hour minimum).
3. \_\_\_\_\_ Number of requested police cruisers. (Cruiser charge is \$50 per hour with a 2 hour minimum.)

Following the job/assignment, the undersigned acknowledges that the City of Lincoln will provide a final bill which will be calculated based upon the employee's wages and benefits. The undersigned agrees that it will pay the City of Lincoln the remaining amount due and owing within thirty days of the billing date. A late fee of \$25 will be assessed for every thirty (30) days that the bill remains unpaid. The bill shall be sent to:

Name for Bill: \_\_\_\_\_

Address for Billing: \_\_\_\_\_

Billing Contact Telephone Number: \_\_\_\_\_

Billing Contact Email Address: \_\_\_\_\_

"When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution."

**IV. LOCATION(S) OF JOB/ASSIGNMENT.**

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

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**V. DATE/TIME.**

The undersigned is requesting the City of Lincoln to provide employee(s) for the following date(s) and time(s). (If necessary, use additional paper):

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

Undersigned's Contact Person at Event: \_\_\_\_\_

Contact Phone Number at Event: \_\_\_\_\_

Other: \_\_\_\_\_

**VII. TERM.**

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

that occurred during the job/assignment 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.

**VIII. INDEMNIFICATION/INSURANCE.**

The undersigned requests assistance of employee(s) of the City of Lincoln's Police Department and the undersigned acknowledges that employees which are police officer(s) may have to use force or effectuate an arrest during the job/assignment. In consideration of this Request, the undersigned 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, claim of wrongful arrest, or civil 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 that is caused in whole or in part by the intentional or negligent act or omission of the undersigned or undersigned employees or contractors, or anyone for whose acts for which the undersigned may be liable. Notwithstanding the above indemnification, the undersigned shall give the City of Lincoln's Chief of Police reasonable notice of any matter covered herein

In addition to the above indemnification, the undersigned agrees and certifies that it will maintain insurance coverage protecting the undersigned and the City of Lincoln. **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.**

Umbrella insurance may be used to supplement 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 is specifically named as an additional insured in this policy."*** All insurance provided shall be on standard ISO forms, 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 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 VII survives the expiration of this Request and/or the completion of services by the employee(s).

#### **IX. FAIR EMPLOYMENT & LABOR STANDARDS.**

The undersigned 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 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 is prohibited from assigning duties and responsibilities found in this Request. Additionally, the undersigned 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 Requestor does hereby agree and represent that he or she is legally capable to sign this document and to lawfully bind the Requestor to the terms of this document.

Requestor: \_\_\_\_\_  
(Insured)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name of Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LPD Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

No. Requested	Police Officers Deposit Due
1	\$ 196.11
2	\$ 392.22
3	\$ 588.33
4	\$ 784.44
5	\$ 980.55
6	\$ 1,176.66
7	\$ 1,372.77
8	\$ 1,568.88
9	\$ 1,764.99
10	\$ 1,961.10