



## 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.

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

The undersigned employer is requesting to hire: (*On police union holidays & New Years 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 hrs. 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 hr 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.)

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### V. DATE/TIME INQECVQOP.

The undersigned employer is requesting to hire employees 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 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 extent permitted by law 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 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 or wrongful arrest may occur, except to the extent such claim is caused by willful misconduct of the City of Lincoln. 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 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 - \$500,000; and 7) Automobile - \$1,000,000 Combined Single Limit.** Umbrella insurance may be used to supplement insurance coverage. *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."* 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 VII 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. 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: \_\_\_\_\_