

REQUEST TO HIRE OVERTIME EMPLOYEE(S)**CONTRACTING AGENCY: UNIVERSITY OF NEBRASKA -LINCOLN POLICE DEPARTMENT****CONTRACTED AGENCY: LANCASTER COUNTY SHERIFF'S OFFICE****I. ROLE OF THE EMPLOYEE.**

When hiring a commissioned, law enforcement employee to perform law enforcement functions, the employee can enforce applicable State and local laws, and perform law enforcement responsibilities including traffic direction.

II. PURPOSE.

The Board of Regents of the University of Nebraska Lincoln (University), on behalf of the University of Nebraska - Lincoln Police Department (UPD), as the undersigned, is requesting the Lancaster County Sheriff's Office (LSO), to provide public safety employees for University events.

1. UPD provides event security management by operating within an Incident Command System (ICS) model. LSO's employees will supplement the UND. UPD will assign LSO employees roles of responsibility within the law enforcement branch of ICS which accounts for the security of University facilities and safety of the public, which includes calls for service directed to the police function.
2. LSO employee roles and responsibilities will vary depending on assignment. Roles may include oversight of facility entrances or areas within or outside the facility and escort of specified personnel for detection of violations, threatening situations and as a physical deterrent to criminal acts; first response to disturbances and complaints of potential or obvious criminal violations; and, traffic direction in the immediate proximity to University facilities. Supervision is determined by UPD and is structured within the ICS.
3. Assignments may generally be 3-8 hours in duration.

III. FINANCE

LSO will pay the employees hired under this agreement for the hours worked as reported by UPD. The University agrees to pay LSO for the Actual Costs of providing the employee(s) as described below:

1. UPD will submit to LSO a report for each event at which services are provided by LSO employees. This report will list the names of employees working the event and the number of hours worked by each employee, as well as any vehicles requested during each event.
2. LSO will submit a monthly invoice to the UPD that shows each event worked for the month, the total number of hours worked for each event, and the Actual Costs associated with providing those employees for each event.
 - a. Commissioned, non-exempt personnel: Actual Costs include compensation at the rate of one and one-half (1.5) times the regular hourly rate of the employee, plus benefits

calculated at 15.45% of gross pay earned for work under this agreement. Benefits shall include FICA, Social Security, Medicare and Retirement.

- b. Commissioned, exempt personnel: Actual Costs include compensation at the regular hourly rate of the employee, plus benefits calculated at 15.45% of gross pay earned for work under this agreement. Benefits shall include FICA, Social Security, Medicare, and Retirement.
 - c. Any other costs must be approved in advance by UPD Police Chief or designee.
3. A spreadsheet showing each employee's hours worked, wages, and benefits shall be included with each invoice.
 - a. Cruiser charge is \$100 per day, if requested.
 - b. Transport Van charge is \$100 per day, if requested.
 4. University will remit payment within 30 days of receipt of the monthly invoice.

LSO employees working under this agreement will sign in and sign out at University designated locations. UPD will compute the number of hours worked for each event based on these sign in and sign out logs. These times will be provided by UPD to LSO in a monthly accounting report. These reports shall be sent to:

Name: Lancaster County Sheriff's Office c/o Michelle Sewell

Address: 575 S. 10th St., Lincoln, NE, 68506

402-441 -6500

Contact Email Address: msewell@lancaster.ne.gov

IV. REQUESTED EMPLOYEES AND SERVICES.

UPD will identify the number of positions to be staffed for the duration of an event. The number of positions requested may vary by event. Signup opportunities will be managed by LSO.

1. UPD will supply each employee hired for a specific event the date/time/location to report as well as other instructions associated with the specific event as necessary.
2. Start times for some events may not be determined until one week prior to the event.
3. Some assignments may require the employee to attend briefings or pre-event assignments up to three hours prior to the event and post event assignments up to two hours after the event has concluded.
4. Details of the duties and responsibilities of LSO personnel assigned under this agreement will be provided upon request.
5. University designated Contact Person: UPD Sgt. Doug Peterson or Captain John Backer

V. EMPLOYMENT/BENEFITS.

Employees of LSO hired under this agreement shall not be considered employees of the University and shall not be entitled to any benefits from the University including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

VI. TERM.

This Request shall expire June 30, 2018.

VII. INDEMNIFICATION/ INSURANCE.

The University requests assistance of employee(s) of the Lancaster County Sheriff's Office and the undersigned acknowledges that employees which are commissioned law enforcement may have to use force or effectuate an arrest during the job/assignment. In consideration of this Request, the University 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 Lancaster County, 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 University or University employees or contractors, or anyone for whose acts for which the University may be liable. Notwithstanding the above indemnification, the University shall give the Lancaster County Sheriff reasonable notice of any matter covered herein that occurred during the job/assignment and shall forward to the Lancaster County Sheriff 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 University agrees and certifies that it will maintain insurance coverage protecting the University and Lancaster County. 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, \$3,000,000 Aggregate;
- 2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence, \$3,000,000 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 and a letter of coverage for the Lancaster County Sheriff's Office shall be provided with this signed Request. 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 Lancaster County, its employees or its assigns. In the event of a failure to provide the described insurance, the University shall defend, indemnify and hold harmless Lancaster County, its employees and its assigns to the same extent as if the described insurance had been obtained as required by this agreement.

The University is required to provide the Lancaster County Sheriff with thirty (30) days' notice of cancellation, non-renewal or any material reduction of insurance as required by this Request form.

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

VIII. FAIR EMPLOYMENT & LABOR STANDARDS.

The University 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 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.

IX. INTEGRATION, AMENDMENTS, ASSIGNMENTS.

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

X. 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.

Each of the undersigned representatives hereby agrees and represents that he or she is legally capable to sign this document and to lawfully bind his or her respective Party to the terms of this document.

By: The Board of Regents of the University of Nebraska, for and on behalf of UPD



Christine Jackson
UNL Vice Chancellor for Business and Finance

Todd Wiltgen
Chairperson, Lancaster County Board of Commissioners

May 5, 2017

Lancaster County Sheriff's Office
575 S 10th Street
Lincoln, NE 68508

Re: Coverage for University of Nebraska self-insurance program

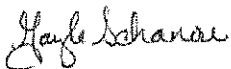
Dear Sir or Madam:

Please be advised that for purposes of providing coverage for general liability exposures resulting from negligent acts, errors or omissions of the University of Nebraska its officers, agents, employees, and students in training, the University of Nebraska does purchase excess insurance coverage under a policy of insurance but is "self-insured" for a portion of any loss as authorized by Neb. Rev. Stat. 85-1,126. After a self-insured retention of \$1,000,000 per occurrence, the University of Nebraska has excess general liability insurance policy with a limit of \$10,000,000 per occurrence with a \$10,000,000 annual aggregate.

The University of Nebraska maintains specific funds in its General Risk-Loss Trust, as authorized by Neb. Rev. Stat. 85-1,126, to pay losses and expenses incurred by the University resulting from negligent acts, errors or omissions of the University, its officers, agents, employees and students in training up to \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Even though the University of Nebraska is responsible for a large self-insured retention, it nevertheless recognizes and reaffirms its responsibility to accept liability for damages, and to pay such damages from its General Risk-Loss Trust, in those instances where insurance would otherwise have provided coverage, and where a claim is properly filed in accordance with the requirements of the Nebraska State Tort Claims Act.

Sincerely,



Gayle M Schanou
Director, Risk Management and Benefits

CERTIFICATE OF INSURANCE

DATE **5/4/2017**

PRODUCER
 BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
 3835 HOLDREGE
 LINCOLN NE 68583

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURERS AFFORDING COVERAGE

INSURED
 BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
 3835 HOLDREGE STREET
 LINCOLN NE 68583

INSURER A: Self Insured Trust Agreement	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	SELF INSURED TRUST	7/1/2017	6/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON - OWNED AUTOS	SELF INSURED TRUST	7/1/2017	6/30/2018	COMBINED SINGLE LIMIT (Ea Occurrence) BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				Auto Only - Ea Accident Other than-Auto Only: EA ACC AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	State of NE Self Insured	7/1/2017	6/30/2018	WC STATUTORY LIMITS OTHER E. L. EACH ACCIDENT E. L. DISEASE-EA EMPLOYEE E. L. DISEASE-POLICY LIMIT
A		OTHER Professional Liability	Self-Insured Trust	7/1/2017	6/30/2018	\$1,000,000 each occurrence \$3,000,000 general aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proof of University of Nebraska insurance coverage in regards to agreement for hiring Lancaster County Sheriff personnel.

CANCELLATION

Lancaster County Sheriff's Office 575 S 10th Street Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE: David E. Lechner