

**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 Lancaster County, Nebraska ("County"), on behalf of 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 UPD. 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 20.45% of gross pay.
  - b. Commissioned, exempt personnel: Actual Costs include compensation at the regular hourly rate of the employee, plus benefits calculated at 20.45% of gross pay.
  - 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.

Any adjustment to Section III shall be made at least thirty (30) days prior to the renewal date of this Agreement by written amendment executed by both Parties.

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. UPD has sole control over the details of the work and the LSO employee will be subject to the direction of UPD while hired for such events.
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.

#### **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, workers' compensation, or sick leave, or injury.

## **VI. TERM.**

The initial Term of this Agreement is July 15, 2018 through July 14, 2019. Thereafter, this Agreement shall automatically continue in full force and effect for the succeeding year unless terminated by either party pursuant to Section VII.

## **VII. TERMINATION**

This Agreement may be terminated by either Party to the Agreement notifying the other Party in writing of such Party's intention to terminate the Agreement not less than ninety (90) days prior to the conclusion of any Term.

## **VIII. INDEMNIFICATION/ INSURANCE.**

The University requests assistance of employee(s) of the LSO 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 the 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 County reasonable notice of any matter covered herein that occurred during the job/assignment and shall forward to the County 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 the 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 County 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 the 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 the 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 County with thirty (30) days' notice of cancellation, non-renewal or any material reduction of insurance as required by this Request form.

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

**IX. 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.

**X. 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 County 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.

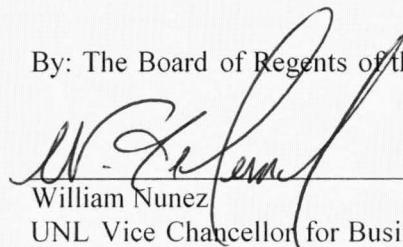
**XII. NEBRASKA LAW.**

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.**

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

  
\_\_\_\_\_  
William Nunez  
UNL Vice Chancellor for Business and Finance

6/27/18  
\_\_\_\_\_  
Date

By: The Lancaster County Board of Commissioners, for and on behalf of LSO

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Todd Wiltgen  
Chairperson, Lancaster County Board of Commissioners

\_\_\_\_\_  
Date