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**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**
(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Consent
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)
Date to be on agenda: January 12, 2016

Exact wording to be used for the agenda: Approving and consenting Douglas
County Election Commissioner, Brian W. Kruse, as authorized until the end
of his term to enter into usage or rental agreements when designating
polling places for elections.

Action requested: Approval of authorization for Election Commissioner
Kruse to sign polling place contracts.

Amount requested: None Object Code: _____

Is item in current year's budget? Yes _____ No _____

Does this item commit funds in future years? Yes _____ No X

If yes, explain: _____

If an agreement or contract, has the County Attorney reviewed Yes X No _____
and approved?

Previous action taken on this item, if any: The County Board approved
authorization of previous Election Commissioner Phipps to sign polling
place contracts.

Recommendations and rationale or action: _____

Will anyone speak on behalf of this item, if so who? Election Commissioner,
Brian W. Kruse

If this is a rush agenda item, please explain why: _____

Submitted by (Name & Dept.): Brian W. Kruse, Ext. 8683
Election Commissioner

Date submitted: January 7, 2016

List Attachments: Resolution, Election Commission Polling Place Usage and Rental Contract Templates
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office
Received in Administrative Office: Date 1/7/16 Time _____

Board of County Commissioners

Douglas County, Nebraska

WHEREAS, pursuant to Nebraska Revised Statutes § 32-904, the Election Commissioner or the County Clerk shall designate the polling places for each precinct;

WHEREAS, the Election Commissioner desires to designate polling places; and

WHEREAS, the Election Commissioner desires to enter into a usage or rental agreement and said agreements would define the rights and liabilities of the parties.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS , DOUGLAS COUNTY NEBRASKA that the attached Usage or Rental Contracts are hereby approved and adopted, and the Election Commissioner of Douglas County is authorized and directed to execute said Usage or Rental Contracts until his term expires on December 31, 2019.

Dated this ____ day of January, 2016

**DOUGLAS COUNTY ELECTION COMMISSION
USAGE CONTRACT TEMPLATE**

Polling Place Name Polling Place Address City, State Zip Code	Ward – Precinct(s): WW-PP
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Douglas County, Nebraska on behalf of the Election Commission (“the Commission”) does hereby agree to use that portion of the above-identified premises more particularly described as **[Polling Place Name]** (“the polling place”) from 7:00 a.m. to 9:00 p.m. for the purpose of holding the **[Election Name]** Primary and General Elections. The Primary Election will be held Tuesday, **[Election Date]**, and the General Election will be held Tuesday, **[Election Date]**.

_____ (“Lessor”) hereby agrees to make available the polling place to the Commission for the elections.

The parties understand that this contract is entered into pursuant to Nebraska Revised Statutes §§ 32-904-905 et seq. and that there will be no rental fee.

Each party’s liability will be limited to accidental injury sustained by persons as a result of using, for their intended purposes, the voting booths and other equipment supplied by the Commission for election purposes.

The Indemnification provisions are not intended to waive a Party’s sovereign immunity. A Party’s liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

The provisions of this section shall survive expiration or termination of this Agreement.

Lessor hereby agrees to allow electioneering materials to be displayed on Lessor’s property from 8:00 a.m. to 8:00 p.m. on Election Day. Lessor further agrees not to remove any electioneering material from the property until the election is completed. Lessor understands that the organizations placing the electioneering materials are responsible for their removal.

Executed in duplicate in Douglas County, Nebraska, this _____ day of _____, 20__.

_____, LESSOR.

By: _____
Signature of Authorized Representative

Brian W. Kruse
Douglas County Election Commissioner

Printed Name of Representative

Phone Number

**DOUGLAS COUNTY ELECTION COMMISSION
RENTAL CONTRACT TEMPLATE**

Polling Place Name Polling Place Address City, State Zip Code	Ward – Precinct(s): WW-PP
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Douglas County, Nebraska on behalf of the Election Commission (“the Commission”) does hereby agree to use that portion of the above-identified premises more particularly described as [Polling Place Name] (“the polling place”) from 7:00 a.m. to 9:00 p.m. for the purpose of holding the [Election Name] Primary and General Elections. The Primary Election will be held Tuesday, [Election Date], and the General Election will be held Tuesday, [Election Date].

_____ (“Lessor”) hereby agrees to make available the polling place to the Commission for the elections. The rent shall be [Rental Amount] per election, payment to be made on terms mutually agreed to by the parties.

The parties understand that this contract is entered into pursuant to Nebraska Revised Statutes §§ 32-904-905 et seq.

Each party’s liability will be limited to accidental injury sustained by persons as a result of using, for their intended purposes, the voting booths and other equipment supplied by the Commission for election purposes.

The Indemnification provisions are not intended to waive a Party’s sovereign immunity. A Party’s liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

The provisions of this section shall survive expiration or termination of this Agreement.

Lessor hereby agrees to allow electioneering materials to be displayed on Lessor’s property from 8:00 a.m. to 8:00 p.m. on Election Day. Lessor further agrees not to remove any electioneering material from the property until the election is completed. Lessor understands that the organizations placing the electioneering materials are responsible for their removal.

Executed in duplicate in Douglas County, Nebraska, this _____ day of _____, 20____.
_____, LESSOR.

By: _____
Signature of Authorized Representative

Brian W. Kruse
Douglas County Election Commissioner

Printed Name of Representative

Phone Number