

**AGREEMENT**

THIS AGREEMENT is made and entered into this 1 day of \_\_\_\_\_, 2017, between LINCOLN LEAGUE OF WOMEN VOTERS, hereinafter referred to as the "League", and LANCASTER COUNTY, NEBRASKA, hereinafter referred to as the "County".

WHEREAS, the County issued a "Request for Proposal for Voter Registration Sites & Election Night Workers throughout Lancaster County"; and

WHEREAS, the League has submitted a suitable proposal pursuant to said request, as provided in Exhibit "A", attached hereto and incorporated by this reference; and

WHEREAS, the County has agreed to accept said proposal from the League.

NOW, THEREFORE, the County and the League agree as follows:

1) The League agrees to abide by all the terms and conditions specifically set forth in the County's Request. A copy of the request is attached hereto as Exhibit "B", and incorporated herein by this reference.

2) The League further agrees that it is the express intent of both parties that this Agreement shall not create an employer-employee relationship between the County and the League; and the League, its employees, and any person acting on behalf of the League shall be deemed to be independent contractors during the entire term of this Agreement and any renewals thereof. The League shall have control over the manner by which the work is performed. The League agrees to require each of its employees or representatives to sign a Waiver and Release setting forth the provisions herein. A copy of the Waiver and Release is attached hereto as Exhibit "C", and incorporated herein by this reference.

3) The County agrees to pay the sum of \$4,000.00 to the League in consideration of the services rendered on voter registration activities by the League under this Agreement. Should the need of services exceed the \$4,000.00, any and all costs above this amount are subject to the

prior approval of the Lancaster County Board of County Commissioners. The parties agree that the League shall not be paid until services are rendered. The County shall pay the League on a quarterly basis based upon documentation that services have been performed.

4) Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting therefrom. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

5) This Agreement shall run from September 1, 2017 through August 31, 2019. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

6) The League agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

7) In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the League agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated

by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The League shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. The League shall require any subcontractor to comply with the provisions of this section.

Executed this 8 day of December, 2017, by the League.

LEAGUE OF WOMEN VOTERS

By: Mary Barchelt  
Title: President League of Women Voters of Lincoln and Lancaster County

Executed this \_\_\_\_ day of \_\_\_\_\_, 2017, by Lancaster County, Nebraska.

BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

\_\_\_\_\_  
Todd Wiltgen, Chair

APPROVED AS TO FORM this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Deputy County Attorney  
For Joe Kelly  
Lancaster County Attorney

Approved by:

David J. Shively  
David J. Shively  
Election Commissioner

**PROPOSAL**

STAFFING OF VOTER REGISTRATION SITES THROUGHOUT  
LANCASTER COUNTY September 1, 2017 - August 31, 2019

I/We hereby agree to provide the Lancaster County Commissioner's Office with the requirements and services defined in this request for proposal and to pay for all costs associated with the performance of the contract. Therefore in consideration I/We hereby submit the following sum for your consideration.

Total amount of this Proposal \$4,000.00

Dated this 8 day of December, 2017.

By: Mary Borchelt

Title: President, League of Women Voters  
of Lincoln and Lancaster Counties

Address: 4600 Valley Road, Suite 306  
Lincoln, NE 68510

Executed by Lancaster County this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Todd Wiltgen, Chair  
Lancaster County Board of County Commissioners

### ADDITIONAL PROJECTS

Plus any additional time in activities agreed upon by the Election Commissioner and the organization=s president and/or representative shall be added to the total hours worked.

### ACCOUNTABILITY CLAUSE

All hours worked and names of members involved shall be reported to the Election Commissioner within one week after the activity. Exception where previous reports were submitted early. These names shall be submitted in a reasonable time prior to date.

**REGISTRAR-PLEASE SIGN**

**WAIVER AND RELEASE**

The League of Women Voters of Lincoln-Lancaster County ("League") has agreed to conduct a voter registration drive in the County of Lancaster, Nebraska ("County"), during the period of **September 1, 2017 through August 31, 2019** for total compensation not to exceed \$4,000.00 to be paid by the County.

For and in consideration of this compensation, the Undersigned hereby waives and releases any and all rights the Undersigned has or might have against the County of Lancaster, Nebraska, or any of its servants or employees, to make claim for, sue for, or in any other manner attempt to recover for any injury or damages that might arise or result to the Undersigned's participation in said voter registration drive.

The Undersigned, being fully aware of all the risks involved in participating in said voter registration drive pursuant to the agreement between the League and the County, hereby knowingly assumes all the risks of participating in said voter registration drive pursuant to the agreement between the League and the County.

It is understood and agreed that the Undersigned is not an employee of the County and that County shall not be responsible for the provision of insurance or fringe benefits, or the payment of expense of any kind.

This waiver and release shall be binding upon the heirs, devisees, legatees, personal representatives, successors or assigns of the Undersigned and shall be binding upon the Undersigned and said heirs, devisees, legatees, personal representatives, successors or assigns henceforward until otherwise modified or cancelled regardless of numbers of time served and dates of services.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
The Undersigned

\_\_\_\_\_  
Printed Name of the Undersigned

\_\_\_\_\_  
Address