

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AUTHORIZING CONTRACT WITH GARY ANDERSON FOR**  
**PROFESSIONAL SERVICES**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed to employ Gary Anderson for public relations and fund-raising professional services in conjunction with the County's Minor League Baseball Stadium Project; and,

WHEREAS, the proposed agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chair and Clerk are hereby authorized to execute on behalf of Sarpy County, the agreement with Gary Anderson, a copy of which is attached hereto, the same being approved by the Board.

DATED this 4<sup>th</sup> day of August, 2009.

Moved by Joni Jones, seconded by Patrick Thomas, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

None

None

ABSTAIN:

None



Approved as to form:

[Signature]  
County Clerk

[Signature]  
Deputy County Attorney

# Deb Houghtaling

Sarpy County Clerk

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1210 Golden Gate Drive, Suite 1118  
Papillion, Nebraska 68046-2895

Phone: (402) 593-2105  
Fax: (402) 593-4360

Fred Uhe  
Chief Deputy

August 10, 2009

Gary S. Anderson  
3515 North 205<sup>th</sup> Street  
Elkhorn, NE 68022

RE: Public Relations and Fund-Raising Consultation Services Contract

Action by the Sarpy County Board of Commissioners, at the meeting of August 4, 2009, is as follows:

Resolution (2009-219): Approve contract with Gary Anderson for public relations and fund raising professional services related to the Sarpy County Baseball Stadium Project. Lee Polikov

MOTION: Resolved by Jones, seconded by Thomas, to approve Resolution 2009-219 approving the contract with Gary Anderson. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None.

Enclosed are two originals of the subject agreement, which have been signed by the Chairman as authorized by the above stated action. Please sign both original agreements and maintain one for your records. We request the second copy be returned for Sarpy County records.

**Mail to:** Sarpy County Clerk  
Attn: Chris Vance  
1210 Golden Gate Dr.  
Papillion NE 68046-2895

Sincerely,



Debra J. Houghtaling  
Sarpy County Clerk

Enclosures (2)  
DJH/tj

## AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Gary Anderson, hereinafter "Consultant".

WHEREAS, County is desirous of contracting for public relations and fund-raising consultation services in connection with the County's Minor League Baseball Stadium Project; and,

WHEREAS, Consultant has the required qualifications and experience to provide these services;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, County and Consultant agree as follows:

### I. DUTIES OF CONSULTANT:

- A. Will provide advice and services as directed by the County regarding the Minor League Baseball Stadium Project. Said advice and services shall be related to public relations and fund-raising aspects of the project, and will be directed by the County.
- B. All equipment, office space and other expenses of shall be provided by the Consultant. This does not include publications or other materials for distribution to the public. County will allow use of the County's existing information technology equipment and services when necessary.
- C. Consultant will attend meetings with such key groups and individuals as necessary.
- D. It is anticipated that consultant will spend approximately 20 hours per week fulfilling his obligations to the County under this agreement.

### II. DUTIES OF COUNTY:

- A. Sarpy County will provide the use of the County's existing information technology equipment and services when necessary.
- B. Compensation for services described above shall be one thousand five hundred dollars (\$1,500.00) per month. For the purposes of this agreement, each month shall be considered as beginning on the 5<sup>th</sup> day of the calendar month, and ending on the 4<sup>th</sup> day of the following calendar month. Said payment shall be made on or before the 15<sup>th</sup> day of the calendar month for the preceding month.

### III. TERM

The contract will be from August 5, 2009 through November 4, 2009. Said term may be

extended upon agreement of the parties, but shall be deemed completed without such agreement.

#### IV. ASSIGNMENT

The Consultant may not assign this agreement without prior written consent of the County.

#### V. INDEPENDENT CONTRACTOR

The Consultant shall in the performance of the contract at all times be an independent contractor and not an employee or agent of the County. The Consultant, its officers, employees and agents shall at no time represent the Consultant to be other than an independent contractor or represent themselves to be other than employees of the Consultant.

Consultant promises that it shall save and hold County, its elected and appointed officials, officers, employees and agents, harmless from any and all claims, costs, loss or liability, of whatever type and kind, which may arise or allegedly arise from the activities of Consultant, whether due to the negligent or intentional activities of Consultant, or otherwise.

As an independent contractor, Consultant is responsible for all equipment outside County Facilities necessary to perform the contract.

#### VI. TERMINATION

Either party may terminate the contract with thirty (30) days written notice to the other.

#### VII. NON-DISCRIMINATION CLAUSE

Pursuant to Neb Rev. Stat. §73-102 (Reissue 1996), Consultant declares, promises, and warrants she has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. §1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb Rev. Stat. §48-1101, et seq., (Reissue 1998), in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

#### VII. HOLD HARMLESS

Each party agrees it is responsible for its own officers, agents, and employees in performing this agreement, and hereby agree to indemnify and hold harmless, to the full extent allowed by law, the other party, its officers, agents, and employees, from and against all losses, claims, damages, and expenses, that may result from any intentional or negligent acts or omissions of the parties, their agents, or employees in performing this agreement.

#### VII. CONFLICT OF INTEREST

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm

that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

IX. BREACH

Should Consultant breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Consultant in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required services. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

X. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

XI. SCOPE OF AGREEMENT

This Agreement contains the entire Agreement between the County and Consultant, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Consultant. Notice to the County and Consultant shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive, Suite 1116  
Papillion, NE 68046

Consultant: Gary S. Anderson  
3516 North 205<sup>th</sup> Street  
Elkhorn, NE 68022  

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IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 4<sup>th</sup> day of August, 2009.

(Seal)

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:



Debra Houghtaling  
Debra Houghtaling  
Sarpy County Clerk

Joni Jones  
Joni Jones, Chair  
Sarpy County Board Of Commissioners

Approved as to form and content:

Nicole O'Kane  
Deputy County Attorney

Consultant: Gary Anderson

By: Gary Anderson

# **Gary S. Anderson**

## **Professional Resume'**

### **University of Nebraska at Omaha - 1979-2008**

#### **Sports Information Director**

- \* Coordinated all day-to-day activities of the sports information office
- \* Supervised full-time and part-time employees and student workers
- \* Home event coordinator; staffing for all game management functions
  - \* Media relations for all electronic and print media
- \* Served as interim director of athletics, September, 1988-June, 1989; June, 1994-August, 1994; July, 1995-August, 1995
- \* Coordinated all Hall of Fame induction activities, including a 300-person banquet, awards, program, etc.  
Retired, August 31, 2008

### **Kirkham, Michael & Associates - 1975-79**

#### **Graphics Coordinator/Photographer**

- \* Worked part-time from September, 1975-December, 1977 assisting the graphics coordinator
- \* Full-time, January, 1978-October, 1979, graphics coordinator/photographer
  - \* Responsible for all graphics materials for architectural/engineering firm
    - \* Photographer for all projects
- \* Responsible for organizing all graphics needs and financial records and billing
  - \* Writer for project bios of A/E personnel

### **Nebraska Methodist Hospital - 1972-75**

#### **Public Relations Representative**

- \* Photographer/writer
- \* Edited monthly and quarterly publications; purchased printing for various publications
- \* Worked with affiliated hospitals in Missouri Valley, Iowa, and Fairfax, Mo.

### **Northwestern Bell Telephone Company -1971**

#### **Writer**

- \* Writer for a quarterly publication, which was discontinued in December, 1971

### **Omaha World-Herald - 1968-71**

#### **Sports Reporter/Copy Editor**

- \* Worked full-time in summers, part-time during school year from May, 1968-May, 1970; Full-time, May, 1970-May, 1971
- \* Worked the night copy desk for the morning editions; edited wire copy, wrote headlines; phone rewrite; features
  - \* Covered numerous sporting events, including a semi-pro football team, pro hockey, Legion baseball

### **Miller Park YMCA - 1964-69**

#### **Program Assistant**

- \* Worked part-time from June, 1965-September, 1969
  - \* Officiated numerous sports
- \* Coordinated baseball, football and basketball leagues, including the scheduling of fields and officials
  - \* Supervised the office and building on nights and weekends

**University of Nebraska at Omaha - 1968-70**  
**Student Assistant in Public Relations Dept.**

- \* Worked part-time from September, 1968-May, 1970 as a student worker
- \* Covered various departments, writing short news releases or features
- \* Assigned to the sports information director; assisted with news releases, office work, covering events
  - \* Covered 1969 NAIA wrestling tournament

**University of Omaha/University of Nebraska at Omaha - 1967-70**  
**The Gateway**

- \* Reporter and editor for the student newspaper, the Gateway
  - \* Sports Editor in 1968-69 and in the fall of 1969
  - \* Coordinated coverage of all UNO athletic teams
    - \* Wrote a weekly column
- \* Responsible for layout and content of sports pages

**Education**

1961-64: Omaha North High School  
1964-70: University of Omaha/University of Nebraska at Omaha

**Awards/Honors**

Inducted into CoSIDA Hall of Fame, July, 2005  
(College Sports Information Directors of America)  
Omaha North High School Viking of Distinction, May, 2006  
Outstanding Service Award - UNO Alumni Association - 2003  
Outstanding Service Award - Omaha Sportscasters' Association - 1995  
Omaha Baseball Oldtimers Club Hall of Fame - 2009  
Lifetime Achievement Award, CoSiDA -2009

**Activities/Organizations**

Member, College Sports Information Directors of America  
Former President, Omaha Sportscasters Association  
Former President, Elkhorn Baseball Association  
Co-Founder, Elkhorn Historical Society  
Founder, President, Omaha Hockey Hall of Fame  
Author, "Those Were the Knights: The History of Professional Hockey in Omaha"  
Member, Little Bighorn Associates

**References**

Available on request

**Contact Information**

Home Address: 3515 No. 205 St., Elkhorn, Neb., 68022  
Home Phone: 402-289-3865  
~~Work Phone: 402-554-3367~~  
Home e-mail: gsanderson46@cox.net