

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CONTRACT BETWEEN SARPY COUNTY CITIZEN CORPS AND THE
OMAHA STORM CHASERS FOR DISASTER AWARENESS NIGHT

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 between Sarpy County Citizen Corps and the Omaha Storm Chasers for a Disaster Awareness Night on September 1, 2011 at Werner Park; 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 the Omaha Storm Chasers, a copy of which is attached hereto, the same being approved by the Board.

DATED this 12th day of April 2011.

Moved by Jim Warren, seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:

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

NAYS:

none

ABSENT:

none

ABSTAIN:

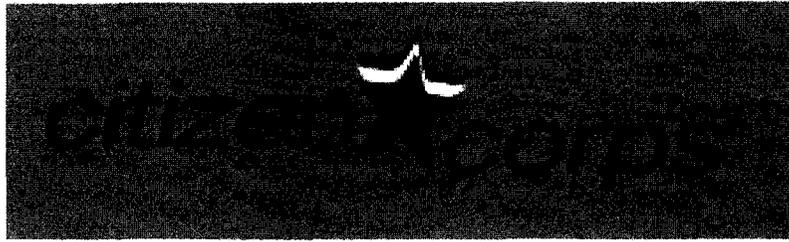
none

Attest:

SEAL



[Signature]
County Clerk



2011 Partnership

with the



The Omaha Storm Chasers are the Triple-A affiliate of the Kansas City Royals. In 2011 the Storm Chasers will again play 144 games (72 at home) from early April through early September in brand new WernerPark. The club competes in the American Conference of the Pacific Coast League.

The Omaha Storm Chasers drew 406,276 total fans and 5,888 fans per game in 2010. This was the highest single season attendance and the highest per game average since 2000. 2009 was the 23rd consecutive year that the Storm Chasers have drawn more than 300,000 fans. The Storm Chasers team on the field fell just one game short of their first playoff birth since 1999.

- **YOUNG FAMILIES:** 75.6% of Omaha Storm Chasers fans are between the ages of 23 – 55 and 51.0% of all fans have at least one child under 18 living in their homes.
- **AFFLUENT FANS:** 60.7% of Omaha Storm Chasers fans have an average income of more than \$50,000 and 23.7% of all fans have an average income of more than \$100,000. 77.4% of Omaha Storm Chasers fans own their own home.
- **AFFORDABILITY:** The Omaha Storm Chasers remain the most affordable, professional sport for fans and their families in the Omaha Metro area. A family of four can enjoy the experience for an average of \$53.00 (includes 2 adult tickets, 2 children tickets, 4 hot dogs, 2 sodas, 2 beers, a program and parking).
- **FLEXIBILITY:** Omaha Storm Chasers sponsorships can be customized to meet your company's goals and objectives. The Royals have many great opportunities via radio, closed-circuit TV, season-long promotions, stadium signage, and several other unique sponsorship items.

Sarpy County Citizen Corps presents Citizen Corps Awareness Night

Sarpy County Citizen Corps presents Citizen Corps Awareness Night at Werner Park on Thursday, September 1st, 2011.

Benefits for September 1st 2011 Citizen Corps include the following:

- In-stadium promo of your game over the stadium PA & Video Display Board before game.
- PA & Video Board announcements during your game.
- Fun Facts about getting prepared after each inning (total of 9).
- 30-second video commercial played once pre-game and during your game.
- Opportunity to hang banners set up booths, tables, equipment, and vehicles outside the entrance to the stadium.
- Opportunity to hand out emergency preparedness promotional items before or after game.
- First Pitch opportunity prior to your game. (Citizen Corps representative can promote on field before game and throw first pitch.)
- Opportunity for a member of your organization to be interviewed, on-field before the game begins as well as an on-air live broadcast interview KOIL 1180 am in the radio booth during the game.
- A second night of table displays for game in April or May date TBD. (Brochures and handouts on emergency preparedness.)

Investment: \$5,500.00 Thursday September 1st, 2011
\$3,000.00 Wednesday August 31st, 2011

Omaha Storm Chasers Baseball Club Sponsorship/Partnership Contract

PARTNER INFORMATION:

NAME	<u>Sarpy/ Tri-County Citizen Corps</u>
CONTACT PERSON	<u>Curtis Rainge</u>
ADDRESS 1	<u>1210 Golden Gate Drive</u>
ADDRESS 2	<u>Papillion NE 68046</u>
ADDRESS 3	
PHONE	<u>402-593-4366</u>
FAX	<u>402-593-4426</u>
E-MAIL	<u>crainge@sarpy.com</u>

This is a sponsorship contract between the Omaha Royals Limited Partnership dba Omaha Storm Chasers Baseball Club (Operator) and the above party (Sponsor). Now, therefore, for and in consideration of the mutual promises, covenants and agreements set forth herein, the Operator and Sponsor agree to the following terms.

The Operator grants Sponsor, at a minimum, the following sponsorship benefits during the term of this Agreement:

	Description	Cost
SIGNAGE		
PROMOTIONS	Citizen Corps Preparedness Month Kickoff Sept 1 st , 2011	\$5,500.00
PRINT		
PA/TABLE DISPLAYS		
BROADCAST		
OTHER		
SEASON TICKETS		
GROUP TICKETS		
FOOD/BEVERAGE		
OTHER TICKETS		

See Attached Exhibit for further details of contract

All creative pieces must be provided as high resolution PDF files or in vector format.

This Agreement shall begin no later than April 1, of the first year of the contract and end on December 31, or the last year on the contract unless earlier terminated by Operator pursuant to the terms of this Agreement. Upon expiration of this agreement, Sponsor shall have the option to renegotiate this contract for one or more additional terms at pricing effective at that time.

Term of this Agreement shall be:

Three Years -2011-2013

Five Years – 2011-2015

Seven Years – 2011-2017

One Year – 2011

Two Years – 2011-2012

In consideration for the above sponsorship benefits, Sponsor agrees to pay to the Operator the following Sponsorship Fees for the terms listed below:

ANNUAL SPONSORSHIP FEE	<u>\$5,500.00</u>	
TOTAL CONTRACT FEES	<u>\$5,500.00</u>	

Payments will be made in accordance with payment schedule attached to this agreement. Late payments of Sponsorship Fee shall be subject to finance charges of one and one half (1 ½) percent monthly not to exceed an annual rate allowable by law.

Initial signage/printing costs will be provided by Operator. If Sponsor changes logos and/or trademarks, Sponsor must provide new logos and/or trademarks to Operator within 30 days of change. If Sponsor does not provide new logos and/or trademarks, Operator will continue to use initial logos and trademarks provided by Sponsor for duration of the contract. Cost of creative and production work related to logo and/or trademark changes are the responsibility of the Sponsor for the duration of the contract.

Exhibit A
Residency Verification

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

Operator agrees that it shall not use Sponsor's logos and trademarks except as authorized in this Agreement or as otherwise agreed to by Sponsor, in writing. Sponsor agrees that it shall not use the Operator's logos and trademarks except as authorized in this Agreement or as otherwise agreed to by the Operator in writing.

Operator may terminate this Agreement on notice to Sponsor if Sponsor fails to pay the Sponsorship Fee. Such termination shall be effective 30 business days after the date of such notice unless Sponsor cures the breach within such period. If contract is terminated due to lack of payment by Sponsor and Sponsor's failure to cure said breach, Sponsor shall pay to Operator the remaining balance due on this contract in one lump-sum amount due 30 days after contract is terminated. Upon termination of this Agreement, the Operator agrees to cease use and/or reproduction of Sponsor's logos or any representation confusingly similar to Sponsor's logos. Upon termination of this Agreement, the Sponsor agrees to cease use and/or reproduction of Operator's logos or any representation confusingly similar to Operator's logos.

Sponsor represents to Operator that Sponsor has the right to utilize the above trade name contemplated by the terms of this Agreement. Sponsor agrees to indemnify and hold Operator harmless from and against any and all claims, liabilities, demands, and damages that Operator may incur as a result of the use of the name with respect to the Werner Park or in any other promotional activity contemplated by the terms of this Agreement.

Operator hereby represents to Sponsor that they have the right to grant Sponsor all sponsorship and promotional rights granted to Sponsor pursuant to this Agreement; and Operator has obtained the approvals of all third parties, including, but not limited to, the professional baseball league, which are required in order for Operator to grant the sponsorship and promotional rights in favor of Sponsor. Operator represents that they own and shall continue to own and operate a minor league affiliated professional baseball team for the duration of this agreement. Operator represents that they shall be in sole control of and shall manage the Werner Park and all activities conducted therein during the term of this Agreement.

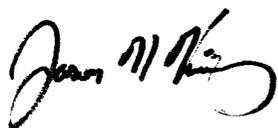
The parties hereby acknowledge and agree that all rights granted under this Agreement are expressly subject to, and must conform with, all baseball rules and regulations, including, without limitation: (1) all rules, regulations, constitutions and bylaws of the league of which Operator is a member; (2) all rules and regulations of The National Association of Professional Baseball Leagues, Inc. d/b/a Minor League Baseball, including the National Association Agreement; (3) the Professional Baseball Agreement; (4) the Major League Rules; and (5) any rule, regulation, restriction, guideline, resolution or other requirement issued from time to time by any baseball authority (e.g., the League President, the NAPBL President, the NAPBL Board of Trustees or the Commissioner of Baseball) including the NAPBL Gambling Guidelines.

If a reasonable basis exists for believing that any provision of this Agreement violates any (i) federal, state or local law or regulation, or (ii) code, rule, regulation or directive adopted by an industry trade association affecting either party's performance of the Agreement (collectively, "Law"), then the parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such Law; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed terminated by mutual agreement of the parties.

Neither party shall disclose any terms or provision of this Agreement, including the Sponsorship Fee, to any other party, without the written consent of the other party. Nothing herein shall prohibit any disclosure required to law or court order or any disclosure by either party to its corporate affiliates or to its directors, officers or employees or those of its corporate affiliates. If either party is requested to disclose any term or provision of this Agreement, such party shall promptly notify the other party to permit the other party to seek a protective order or to take other appropriate action. Each party shall cooperate to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the disclosed information. If, in the absence of a protective order, either party is compelled as a matter of law to disclose any term or provision of this Agreement, such party may disclose to the party compelling disclosure only such information as is required to be disclosed (in which case, prior to such disclosure the disclosing party shall advise and consult with the other party and its counsel as to such disclosure and the nature and wording of such disclosure), and both parties shall use reasonable efforts to obtain confidential treatment therefore.

This Agreement shall be binding upon and shall inure to the benefit of Operator and Sponsor and their respective successors and permitted assigns. All indemnity provisions of this Agreement shall run to the benefit of Operator and Sponsor and their respective officers, directors, members, shareholders, managers and employees.

Omaha Royals Limited Partnership dba Omaha Storm Chasers
Baseball Club



Signature: Tom Richard

Date: February 22, 2011

Date: 4/12/11

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

TO: Sarpy County Board of Commissioners

FROM: Lisa A. Haire

RE: Contract with Omaha Storm Chasers for a Disaster Awareness night at Werner Park

On April 12, 2011, the County Board will be asked to authorize the Chairman to sign the contract between Sarpy County and the Omaha Storm Chasers for a Disaster Preparedness/Awareness Night at Werner Park. The Disaster Preparedness night will be held on Thursday, September 1, 2011 to kick off Disaster Preparedness month.

Sarpy County Citizen Corps has been awarded \$7,000 from Nebraska Emergency Management Agency (NEMA). \$5,500 will fund a contract with the Omaha Storm Chasers which will include; in- stadium promo and video display board, PA and video announcements during the game, fun facts about getting prepared for a disaster after each inning, a 30 second video commercial, opportunity to hang banners, set up booths, tables, equipment and vehicles outside the entrance to the stadium, first pitch opportunity prior to the game, and an opportunity for a member of Sarpy County Citizen Corps to be interviewed before and during the game. Additionally, \$1,500 will be used to purchase promotional items for display and brochures or booklets to hand out.

There is no County match required.

Please contact Curtis Rainge at 593-4166 with any questions.

April 8, 2011



Lisa A. Haire
593-1565

cc: Mark Wayne
Brian Hanson
Scott Bovick
Curtis Rainge
Deb Houghtaling