

Memorandum

To: Ad-Hoc Consultants Selection Subcommittee-Legislative Representation

Re: Government Relations Contract with Catalyst Public Affairs

Date: November 1, 2019

From: John Winkler, General Manager

At the October Board of Directors meeting a majority of the Board of Directors approved the District to enter into contract negotiations with Catalyst Public Affairs to provide government relations services to the District beginning December 1, 2019 thru June 30, 2022 for a fixed monthly payment of \$3,500.00 from December 1, 2019 to June 30th, 2020 and a monthly fee of \$4,000 a month from July 1, 2020 through June 30, 2022.

Per the attached contract/agreement Catalyst Public Affairs will be furnishing intergovernmental representation and professional lobbying services to the District with respect to legislative matters of interest before the Nebraska Unicameral and the Executive Branch for a period, from December 1, 2019 through June 30, 2022. In addition, Catalyst Public Affairs will engage various state and local agencies/departments, local units of government and elected representatives.

Per the Client Scope and Representation of the proposed engagement proposal the District, as always, will be faced with a myriad of legislative challenges for the next legislative session. In addition the District will be challenged to continue to educate a number of new senators and executive department heads. Therefore, it is imperative that the District retain a professional legislative presence not only in Lincoln but throughout the District to interface with the legislature, local elected and appointed officials and the executive branch on a consistent and professional basis.

Management recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed contract, for a period, from December 1, 2019 through June 30, 2022, with Catalyst Public Affairs, for the provision of intergovernmental and professional lobbying services per the terms and conditions outlined in the attached agreement as to form and with any changes deemed necessary by the General Manager.

October 23, 2019

John Winkler
General Manager
Papio-Missouri River Natural Resource District
8901 S. 154th Street
Omaha, NE 68138

Dear John:

This letter will constitute as the Agreement for state governmental services in Nebraska between Catalyst Public Affairs (“Catalyst”) and the Papio-Missouri River Natural Resource District (“Papio NRD”).

We agree as follows:

1. The Papio NRD is seeking state governmental affairs services in Nebraska through December 1st, 2019 to June 30th 2022 for consulting related to any issues identified by the Papio NRD or potentially affecting the Papio NRD. Catalyst shall provide the following services to the Papio NRD in a professional and timely manner at the direction of the General Manager and the Board of Directors:
 - a. Assist in developing and implementing legislative and regulatory agendas in the Nebraska Unicameral Legislature and local political subdivisions.
 - b. Arrange and attend meetings with General Manager, and/or individuals assigned by the General Manager, and individual senators regarding issues important to the Papio NRD, including but not limited to: members on the Appropriations, Government, Military and Veterans Affairs, Natural Resources, Revenue Committees, and Urban Affairs Committees.
 - c. Help identify and assist with submitting applications for Papio NRD personnel to serve on state agency advisory committees.
 - d. Present legislative and regulatory policy briefings as requested by the General Manager.

- e. Notify General Manager, or his designees, of committee hearings, interim study hearings, and other pertinent meetings.
- f. Develop and manage partnerships with Papio NRD stakeholders.
- g. Monitor and report on legislative activity, including floor action and debate, anticipated legislative bills, resolutions, amendments and other activity by the Legislature and its committees.
- h. Assist the Papio NRD personnel in drafting and delivery of testimony before legislative committees.
- i. Educated elected officials and their staff employees, and committee staff, on issues important to the Papio NRD. Educate local leadership and state leadership on the same.
- j. Draft legislation and amendments. Assist in securing bill and/or amendment sponsors.
- k. Provide the Papio NRD with written reports summarizing legislative and regulatory actions upon request, including but not limited to, pre-session and post-session summaries.
- l. Complete and deliver all required ethics reports to the NADC.
- m. Per the direction of the Papio NRD, provide necessary advocacy training to Papio NRD staff and/or Board Members.
- n. The Papio NRD agrees to pay to Catalyst for services specified herein as follows:
 - i. Beginning December 1, 2019, the Papio NRD will pay \$3,500 (Three Thousand Five Hundred Dollars) per month until June 30, 2020 for a total of \$24,500 (Twenty-Four Thousand and Five Hundred Dollars) for first contract term. Beginning July 1, 2020, the Papio NRD will pay \$4,000 (Four Thousand Dollars) per month until June 30th, 2022 for a total of \$48,000 (Forty-Eight Thousand Dollars) per year. Payment shall be made on or before the twenty-first day of the following month.
 - ii. Catalyst shall not be entitled to reimbursement for expenses, unless such expenses are expressly agreed to by the Papio NRD; all expenses must be pre-approved by the General Manager.
 - iii. The Papio NRD shall reimburse Catalyst \$200 annually for lobbyist registration fees.

2. Catalyst shall at all times be registered as a lobbyist for the Papio NRD, pursuant to Nebraska law. The Papio NRD shall pay any registration fees for this purpose in accordance to Nebraska statutes.

Notwithstanding the above, either party reserves the right, at its sole discretion, to terminate this Agreement upon ninety (90) days written notice. The Papio NRD may terminate this Agreement upon 14 days written notice if Catalyst fails to fulfill in a timely and proper manner any of its services set forth above. Catalyst shall be entitled to payment for the value of services performed up to the termination date less a deduction for the damages suffered by Papio NRD as a result of the default.

AGREED AND APPROVED:

By: _____ (General Manager)
Date: _____

By: _____ (Tim Gay)
Date: _____