

## **RETAINER AGREEMENT FOR LEGISLATIVE REPRESENTATIVE**

THIS AGREEMENT effective the 15<sup>th</sup> day of December, 2006 by and between PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as the "DISTRICT"), and American Communications Group, Inc. (hereinafter referred to as the "LEGISLATIVE REPRESENTATIVE").

FOR AND IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. **TERM.** The term of this Agreement shall be a period of one year from and after the date of this Agreement, unless sooner terminated as hereinafter provided.

2. **SCOPE OF SERVICES.** During the term of this Agreement, LEGISLATIVE REPRESENTATIVE, as an independent contractor, shall furnish intergovernmental representation and professional lobbying services for the District with respect to legislative matters of interest or concern to the District in or before the Nebraska Unicameral Legislature. In performing such services, LEGISLATIVE REPRESENTATIVE shall:

- a. Advise the General Manager of the DISTRICT (hereinafter referred to as the "General Manager") of legislative and other intergovernmental matters affecting the DISTRICT;
- b. Be directed by the General Manager as to the DISTRICT'S position on such matters;
- c. Present the DISTRICT'S position on such matters to cities, counties and other governmental subdivisions, to the Legislature and committees and members thereof, and to the executive branch of State Government;
- d. Attend such meetings and provide such verbal and written reports as may be requested by the General Manager from time to time; and
- e. Coordinate the DISTRICT'S legislative and intergovernmental program with the programs of the Nebraska Association of Resources Districts and of the cities, counties and other governmental subdivisions of the state.

- f. Provide such other advice and counsel to the DISTRICT and such other related services as necessary to promote and advance the DISTRICT'S intergovernmental and legislative program and interests.
- g. Specific items to be worked on during the term of the agreement are, but not limited to, the following;
  - 1) Equity in Property Tax Issues for NRD's
  - 2) Increased funding for the Nebraska Resources Development Fund, Small Watershed Fund (LB 71) and Soil and Water Conservation fund.
  - 3) Maintaining lottery funds for Environmental Trust Fund and seek enhancement of fund.
  - 4) Continue efforts to identify alternative sources for state funding.
  - 5) Maintain State Aid to NRD's.
  - 6) Coordinate continually with Bruce Cutshall and/or Trent Nowka as lobbyist for NARD and NARD Executive Director, Dean Edson.
  - 7) Seek to pass General Bonding Authority for NRD's (LB 552).  
Example: Water legislation such as amendments to LB 952 (2004 Unicameral).
  - 8) Work to provide support for legislation and other avenues that promote recreational trail development within the Papio NRD:
  - 9) Support cities and counties regarding Stormwater Legislation.
  - 10) Maintain NRD Eminent Domain statutory authorities.

**3. SERVICES NOT EXCLUSIVE.** The services of the LEGISLATIVE REPRESENTATIVE hereunder shall not be exclusive to the DISTRICT, and nothing herein contained shall be deemed to make the LEISLATIVE REPRESENTATIVE an employee of the DISTRICT or prevent the LEGISLATIVE REPRESENTATIVE from representation of other clients; provided, however, from time to time as requested by the Board of Directors and prior to engaging to represent other clients, the LEGISLATIVE REPESENTATIVE shall advise the Board of Directors of the names of such other clients and the existence and likelihood of any conflicts between the positions of such clients and the positions of the DISTRICT.

**4. REGISTRATION.** Within 5 days after the date of this Agreement, and prior to performing services hereunder, the LEGISLATIVE REPRESENTATIVE shall register as lobbyist for the DISTRICT and shall prepare and file all reports from time to time as required by law relating to services, after first reviewing such reports with the General Manager.

**5. COMPENSATION.** In return for the services hereinabove provided during the one-year term of this Agreement, and except as provided below in paragraph 8, the LEGISLATIVE REPRESENTATIVE shall receive compensation from the DISTRICT in increments, due as follows:

- a. \$12,000.00 on January 12, 2007
- b. \$12,000.00 on April 13, 2007
- c. \$5,000.00 on July 13, 2007
- d. \$5,000.00 on October 12, 2007

For a total combined compensation from the DISTRICT to the LEGISLATIVE REPRESENTATIVE in the sum of \$34,000.00.

**6) EXPENSES.** Except as hereinafter specifically provided, the LEGISLATIVE REPRESENTATIVE shall not be reimbursed by the DISTRICT for expenses incurred by the LEGISLATIVE REPRESENTATIVE a reasonable amount of typewriting or computer services, Xerox copying and postage for mailings from the headquarters office, and the DISTRICT shall pay the cost of the LEGISLATIVE REPRESENTATIVE'S collect telephone calls to the DISTRICT headquarters office.

7. **RENEWAL.** The General Manager may renew this Agreement for an additional term of one year upon the same terms and conditions as provided for herein, upon notice to the LEGISLATIVE REPRESENTATIVE given at least 60 days prior to the expiration of the original one year term.

8. **TERMINATION** This agreement may be terminated without cause by either party upon at least 30 days' notice to the other party; and, upon the giving of such notice, the responsibility of the District to pay any increments of compensation due thereafter shall extinguished.

9. **ASSIGNMENT.** This Agreement and the sums due hereunder, may not be assigned, nor may any of the services to be provided by the LEGISLATIVE REPRESENTATIVE hereunder be subcontracted to others, without the written consent of the DISTRICT.

**PAPIO-MISSOURI  
NATURAL RESOURCES DISTRICT**

By: \_\_\_\_\_  
John Winkler Date  
General Manager

**LEGISLATIVE REPRESENTATIVE:  
American Communications Group, Inc.**

By: \_\_\_\_\_  
Richard A. Lombardi Date

# AMERICAN COMMUNICATIONS GROUP, INC.

## Client List 2006

Richard A. Lombardi and Julie S. Erickson  
e-mail [acg@acgusa.net](mailto:acg@acgusa.net)

Center for Rural Affairs

City of Lincoln

Friends of Public Health in Nebraska

Iowa Nebraska Primary Care Association

Medtronic, Inc.

Nebraska Chapter of the American Physical Therapy Association

Nebraska Academy of Physician Assistants

Nebraska Association of Behavioral Health Organizations

Nebraska Association of Public Employees/American Federation of State County and  
Municipal Employees Local 61

Nebraska Association of Retired School Personnel

Nebraska Board of Engineers and Architects

Nebraska Emergency Medical Services Association

Nebraska Girl Scout Legislative Monitoring Network

Nebraska Society For Respiratory Care

Nebraska Speech Language Hearing Association

Nebraska Psychological Association

Nebraskans for Research

Papio-Missouri Natural Resource District

Research Nebraska!

Teamsters Local Union 554

YMCA's of Nebraska