

Memorandum

To: Personnel, Legislative and Public Affairs Subcommittee

From: John Winkler, General Manager

Date: July 2, 2007

Re: Legislative Representative Contract Renewal

The current six month contract between the Papio Missouri River NRD and American Communications Group, Inc. expired on June 30, 2007. American Communications Group, Inc. proposes to enter into an annual contract with the District beginning July 1, 2007 thru June 30, 2008 for a proposed retainer fee of \$42,000, with equal quarterly payments of \$10,500.00.

Per the attached cover letter ACG, Inc. would continue furnishing intergovernmental representation and professional lobbying services to the District with respect to legislative matters of interest before the Nebraska Unicameral for the period of the proposed contract.

ACG, Inc. has provided intergovernmental representation and professional lobbying services to the District for over fifteen (15) years now.

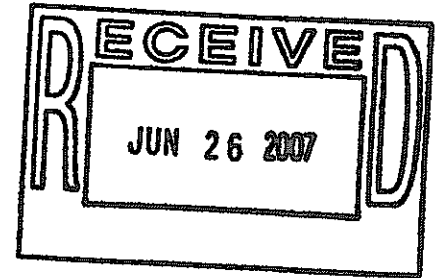
As presented to the Board of Directors at the beginning of the last legislative session, the overall strategy for the presentation and ultimate passage of the General Obligation Bonding bill was going to be treated as a two year approval process. The proposed contract would take the District into the second year of this two year cycle.

Management recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed contract with American Communications Group, Inc. for the provision of intergovernmental and professional lobbying services per the terms and conditions outlined.

AMERICAN COMMUNICATIONS GROUP, INC.

June 25, 2007

John Winkler, General Manager
Papio-Missouri River Natural Resources District
8901 S. 154th Street
Omaha, NE 68138-3621



Board of Directors
Papio-Missouri River Natural Resources District
Richard Connealy
Fred Conley
Richard Patterson
John Conley
Richard Tesar
Jim Thompson
Dorothy Lanphier
Tim Fowler
Richard Kolowski
David Klug
John Schwope

John and Members of the Board of Directors:

Please let this letter serve as our firm's interest in renewing our professional services contract with the Papio-Missouri River Natural Resources District (District).

The current six month contract between the District and American Communications Group, Inc. (ACG, Inc.) will expire at the end of this month. We propose to enter into an annual contract beginning July 1, 2007 thru June 30, 2008 and to increase the six-month \$30,000 retainer to a twelve month \$42,000 retainer, with equal quarterly payments of \$10,500.00.

ACG, Inc. would continue furnishing intergovernmental representation and professional lobbying services to the District with respect to legislative matters of interest before the Nebraska Unicameral Legislature; this includes coordination of the district's legislative advocacy with the Nebraska Association of Resources Districts. This past legislative session, over 45 separate pieces of legislation were identified as having a potential impact on the operation of Nebraska's Natural Resources Districts and in conjunction with them we worked together to navigate the public policy arena.

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Your ongoing advocacy for bonding authority has "ramped up" this past year and the Nebraska Legislature appears poised to wrestle with this issue next session. During this interim between legislative sessions two Legislative Standing Committees, Natural Resources and Urban Affairs, have prioritized study resolutions introduced on behalf of the district dealing with the rapid urbanization of the Papillion Watershed and the impact of flood control and storm water management. Between now and December, priorities include conducting public policy research and development of testimony before the two committees, coordination of individualized meetings with legislators and staff, monthly updates to the Papio-Missouri staff and Board of Directors, providing presentations to the Papillion Watershed Partners and drafting of legislation for introduction into the 2008 Legislative Session.

We are attaching for your review an updated contract that reflects the components of this letter. We are available for any questions and I plan to be in attendance at the July Board Meeting to address any questions or changes from the board.

On behalf of ACG, Inc., I want to thank you for the opportunity to work with you and the board on matters of natural resources preservation in Nebraska.

Sincerely,



Richard A. Lombardi, Chair
American Communications Group, Inc.

Enclosure: Draft Contract

AMERICAN COMMUNICATIONS GROUP, INC.

RETAINER AGREEMENT FOR LEGISLATIVE REPRESENTATIVE

THIS AGREEMENT effective the _____ day of _____, 2007 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.

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. \$10,500.00 on January 14, 2008;
- b. \$10,500.00 on April 14, 2008;
- c. \$10,500.00 on July 14, 2008;
- d. \$10,500.00 on October 13, 2008;

for a total combined compensation from the DISTRICT to the LEGISLATIVE REPRESENTATIVE in the sum of \$42,000.00.

