

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered on this 9th day of April 2012, by and between the Middle Rio Grande Conservancy District (hereinafter referred to as "MRGCD") and Law & Resource Planning Associates, P.C. (hereinafter referred to as "LRPA").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK:

LRPA shall be the Chief Water Counsel and shall be the exclusive provider of legal services for the MRGCD relating to items referenced in the Request for Proposals for Chief Water Counsel (RFP). These are listed in the RFP as those relating to New Mexico Water Law and Administration, Endangered Species Act and Related Issues including the jurisdictional bases for the application of the Act to the MRGCD, Water Quality, and Inter-Governmental Affairs relating to the control, allocation and distribution of water including Contracts and Agreements relating to water. Tasks relating to these subject matters shall be performed under the direction of the Board of Directors and Chief Engineer of the District. This Agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter. These services may include, but are not limited to the following:

- Drafting intergovernmental agreements for water related issues and endangered species issues. Assist in drafting State and U.S. legislation, attend hearings of legislative committees, and testify as requested by the Board of Directors and Chief Engineer.
- Draft water related contracts, leases, agreements, resolutions; some of which involve storage of water, leasing of water, and others as requested.
- Providing written legal opinions, drafting responses, providing advice and direction to the Board and staff for all issues related to water, water rights administration, transfers, etc.
- As requested by the Board, respond to lawsuits pertaining to flooding, drowning, state quiet title actions condemnation suits, and other matters. As appropriate, and as requested by the Board, provide joint reports and recommendations in coordination with the General Counsel or independent recommendations and reports to the Board of Directors and Chief Engineer on non-water related matters.

- Engage in Federal and State litigation relating to control and distribution of water, water quality and endangered species requirements.
- Shall provide other services as requested.

2. COMPENSATION:

A. The MRGCD shall pay LRPA in full payment for services rendered, as per the attached Fee Schedule, plus applicable gross receipts tax, and upon receipt of a monthly invoice. Payment shall be made upon receipt of a monthly detailed statement containing a report of work completed.

3. TERM:

The work under this Agreement shall commence on April 10, 2012 and shall terminate April 10, 2013. This contract shall be for a term of one year, and may be extended in increments of up to one year, but not to exceed a total term of four (4) years. Should either party seek to establish a right to terminate the Agreement for reasons other than the expiration of the time periods set out in this paragraph, such party shall provide prior notice of its intent to do so not less than 30 days from the date of possible termination.

4. RECORDS AND AUDIT:

LRPA shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by MRGCD, the Department of Finance and Administration and the State Auditor. The MRGCD shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the MRGCD to recover excessive payments. LRPA shall maintain in force professional liability insurance for the protection of LRPA and MRGCD.

5. RELEASE

LRPA, upon final payment of the amount due under this Agreement, LRPA releases the MRGCD, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. LRPA agrees not to purport to bind the MRGCD to any obligation not assumed herein by the MRGCD unless LRPA has express written authority to do so, and then only with the strict limits of that authority. Any and all documents prepared by LRPA for MRGCD shall be considered the property of MRGCD.

6. CONFIDENTIALITY:

Any confidential information provided to or developed by LRPA in the performance of this Agreement shall be kept confidential and shall not be made available to any client, individual or organization by LRPA without the prior written approval of the MRGCD, concurrent with or

subsequent to the term of this Agreement.

7. DISCLOSURE:

LRPA must formally disclose all current and future information relating to "all" water related matters that are within the MRGCD boundaries wherein LRPA is providing legal representation.

8. CONFLICT OF INTEREST:

LRPA warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance or services required under this Agreement. Were a potential or actual conflict to arise, LRPA would immediately notify MRGCD of that such conflict and take necessary action to eliminate the conflict or seek a waiver of the conflict, if such a waiver were possible. If a waiver were not possible, then LRPA would be obligated to withdraw from representation.

9. AMENDMENT:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

10. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

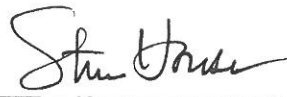
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

BY: 

Eugene Abeita, Vice-Chairman

ATTEST:



CONTRACTOR:

LAW & RESOURCE PLANNING ASSOCIATES, P.C.

BY: 

Charles T. DuMars

EXHIBIT A
FEE SCHEDULE

Professional Service Fees	
Attorneys:	
Charles T. DuMars – Lead Attorney	\$150.00
Tanya L. Scott	\$145.00
Christina J. Bruff	\$140.00
Stephen Curtice	\$135.00
Patrick Redmond	\$130.00
Paralegals	
David Lerwill	\$65.00
Jessica Brumfield	\$65.00
Law Clerks	
Justin Millar-Haskell	\$65.00
Service Costs:	
Copies	\$.10 per page
Facsimile	\$.10 per page
Telephone	Actual cost
Courier	No charge
Postage	Actual charges
Travel: Mileage & Per-Diem	Shall be billed In conformance with the New Mexico Department of Finance and Administration; Per-Diem and Mileage Act