

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

THIS AGREEMENT is made and entered on this 15th day of May 2012, by and between the Middle Rio Grande Conservancy District (hereinafter referred to as "MRGCD") and Wiggins, Williams & Wiggins. (Hereinafter referred to as "W W & W").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK:

W W & W the General Counsel shall exclusively provide legal services to MRGCD in accordance with the Request for Proposals (RFP) for General Counsel. W W & W shall perform such services under the direction of the Board of Directors and Chief Engineer of the MRGCD. 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:

- Shall be responsible for drafting intergovernmental agreements related to joint management of the Bosque, levee construction and maintenance, maintenance of irrigation works on Pueblo lands, Federal Emergency Management Agency (FEMA) floodplain issues. Assist in drafting State and US legislation, and testify as requested by the Board of Directors and Chief Engineer.
- Shall be responsible for drafting contracts, leases, agreements, construction contracts, deeds resolutions, material leases, easements, rights of way and other legal documents.
- Shall respond to lawsuits pertaining to flooding, drowning and other tort matters, and quiet title and condemnation suits.
- Shall institute legal proceedings whenever requested to do so by the Board of Directors, and accept services of process and enter the appearance as legal counsel of MRGCD in the legal proceedings instituted against it, and representing MRGCD, the Board of Directors, and the officers and employees of MRGCD for acts performed in their official capacity, in any trial in which any of them is a party.
- Shall provide services related to human resources or employment law issues.
- Shall provide legal assistance in drafting responses, providing advice and direction to the Board and staff for all issues related to FEMA, other local governments, contracts, rights of

way and licensing issues etc.

- Shall attend Board meetings at the discretion of the Board on the 2nd and 4th Monday of each month and/or special meetings as scheduled. Numerous oral and written opinions may be requested during meetings.
- Shall be responsible for providing written legal opinions upon request.
- Shall represent the MRGCD in all legal matters normally performed by General Counsel for a corporation or political subdivision.
- Shall be familiar with MRGCD, State and Federal Statutes.
- Shall work with other counsel retained by MRGCD, and as appropriate, make joint or independent recommendations and reports to the Board of Directors and Chief Engineer.
- May retain/hire sub-consultants to assess on other matters as deemed necessary, with Board approval.
- Shall provide other legal services as requested.

2. COMPENSATION:

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

3. TERM:

The work under this Agreement shall commence on 5/15, 2012 and shall terminate 5/15 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. Either party may terminate this agreement upon providing thirty (30) days written notice to other party.

4. RECORDS AND AUDIT:

W W & W 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. W W & W shall maintain in force professional liability insurance for the protection of W W & W and MRGCD.

5. RELEASE

W W & W, upon final payment of the amount due under this Agreement, W W & W releases the

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

6. CONFIDENTIALITY:

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

7. CONFLICT OF INTEREST:

W W & W 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, W W & W 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 W W & W would be obligated to withdraw from representation.

8. AMENDMENT:

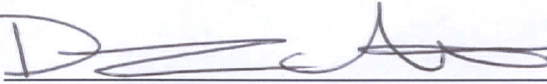
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

9. APPLICABLE LAW:

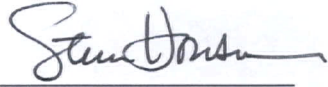
This Agreement shall be governed by the laws of the State of New Mexico.

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

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

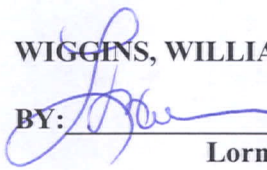
BY: 
Derrick Lente, Chairman

ATTEST:



CONTRACTOR:

WIGGINS, WILLIAMS & WIGGINS

BY: 
Lorna Wiggins

**EXHIBIT A
FEE SCHEDULE**

DESCRIPTION	NAME	HOURLY • Best & Final Offer
Attorneys:		
Partner	Bruce E. Wiggins	\$175.00
Partner	Lorna M. Wiggins	• \$160.00
Partner	Patricia G. Williams	\$160.00
Partner	Edward F. Messett	\$160.00
Associate	Jenny J. Dumas	\$150.00
Paralegals:		
Paralegal	Christie Griego	\$45.00
Paralegal	Kevin Bean	\$45.00
Paralegal	Gary Cohen	\$45.00
Service Costs:		
Courier	Per Delivery	\$ Actual Cost
Photocopies	Per Page	\$.10 per page
Facsimile Transmission and Receipts	Per Page Transmitted	\$.10 per page
Long Distance Calls	Per Minute	\$ Actual Cost
Postage	No charge for standard envelopes for non-mass mailings; otherwise, actual charges	
Depositions		\$ Actual Cost
Expert Witnesses & Consultants		\$ Actual Cost
Computer Research		\$ Actual Cost
Travel: Mileage & Per-Diem	Shall be billed In conformance with the New Mexico Department of Finance and Administration; Per-Diem and Mileage Act	