

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

THIS AGREEMENT is renewed and entered into on this 22 day of October 2014 by and between **Middle Rio Grande Conservancy District**, hereinafter referred to as MRGCD and **John Thompson Consulting**, herein after referred to as Contractor.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK AND CONTRACTOR'S RESPONSIBILITIES

The responsibility of the Contractor will be to serve and represent the MRGCD during the sixty (60) day 2015 Legislative Session and any Special Session of the State of New Mexico, through December 31, 2015. Duties will include but will not be limited to lobbying services, but also other government and public relation services as reasonably determined by MRGCD.

- The Contractor will be under the direction of the majority of MRGCD Board of Directors, Chief Engineer and Legal Counsel(s).
- Shall represent MRGCD and advocate its legislative goals at the New Mexico State Legislature during regular and special sessions as well as interim committees, when issues affecting the MRGCD are discussed.
- Meet with the MRGCD Legislative Committee as necessary to discuss legislative priorities, and attend meetings with the MRGCD Board of Directors to establish the MRGCD's legislative agenda.
- Recommend and obtain sponsors and co-sponsors for the MRGCD's legislative bills, as well as obtain the support of key legislators or legislative leadership to enhance the MRGCD's ability to pass its legislation.
- Monitor and provide brief analysis on all legislative development that may affect the interests of the MRGCD.
- Coordinate with other lobbyists, community groups, and any other agency or organization as necessary to promote and advance the MRGCD's legislative program.
- Personally attend, and coordinate staff/expert witness attendance at legislative sessions, as well as interim committee meetings where issues affecting the MRGCD are discussed.
- Be available to meet with the MRGCD Board Chairman and Chief Engineer.
- Periodically brief the Board of Directors in person on legislative activities.
- Provide on a quarterly basis written reports to the Board of Directors and Chief Engineer, progress toward the attainment of each legislative goal and other legislative matters impacting MRGCD.
- Advise the Chief Engineer and Board of Directors of Interim Committee meetings, schedules and agendas.
- Provide written end-of-session reports as soon as practicable to the MRGCD Board of Directors and Chief Engineer, providing final status of the legislative session, highlighting all legislation impacting the MRGCD, and formally present the report to the Board at a regular meeting of the Board of Directors within two (2) months of the end of the legislative session.

COMPENSATION

Contractor shall be paid the sum of \$ 40,125.00, which includes GRT, expenses and any other miscellaneous expenditure that may occur during the term of this contract. Payments shall be made quarterly in four equal installments of \$ 9,028.12. The MRGCD shall retain (10%) \$4,012.52 and release said amount by December 31, 2015. Payment schedule as follows:

January 1, 2015
April 1, 2015
July 1, 2015
October 1, 2015
December 31, 2015, Final Payment

- Provide a quarterly invoice detailing the lobbying/legislative activity for which payment is being requested. A summary recap of all legislative issues for the year will be required for release of the 10% retainage.

3. TERM

The term of this Agreement shall be from January 1, 2015 to December 31, 2015. This is the first year under the Request for Proposal dated September 5, 2014. This Agreement may be extended in increments of one (1) year by the MRGCD, but shall not exceed a total term of four (4) years, upon such conditions as may be acceptable to both Contractor and MRGCD.

4. STATUS OF CONTRACTOR

The Contractor is an independent contractor performing professional services for the majority of MRGCD Board of Directors. This is to include working with legislators, and executive branches of US Government and State of New Mexico. Contractor warrants and represents that it will abide by all applicable laws in the performance of any services for MRGCD hereunder.

5. ASSIGNMENT

The Contractor shall not assign or transfer any interest of this Agreement without the prior written approval of MRGCD.

6. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases MRGCD, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind MRGCD to any obligation not assumed herein by MRGCD unless the Contractor has written authority to do so, and then only within the strict limitations on that authority.

7. CONFIDENTIALITY

Any information given to or developed by the contractor in performance of this Agreement shall be kept in confidence and shall not be made available to any individual or organization by the contractor without the written approval of MRGCD.

8. PRODUCT OF SERVICES; COPYRIGHT

All material developed or acquired by the Contractor under this Agreement shall become the property of MRGCD and shall be delivered to MRGCD, no later than the termination of this Agreement. Nothing produced, in whole or in part, by the contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

9. **AMENDMENT**

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

10. **SCOPE OF AGREEMENT**

This Agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereto, and all such covenants, agreements and understandings have been merged into this written Agreement with attachments. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable and embodied in this Agreement.

11. **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 on the date set out after their name.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

BY: 
Derrick Lenté, Chairman of the Board

CONTRACTOR

BY: 
John L. Thompson

ATTEST: 