CNM LOBBYING SERVICES AGREEMENT

This Agreement is made, entered into and effective as of August 20 , 2012 between the Governing Board of the Central New Mexico Community College ("CNM"), 525 Buena Vista SE, Albuquerque, New Mexico 87106; and Mark Duran and Associates, Inc.("Contractor"), whose address is 4 Tiwa Trail, Placitas, NM 87043.

Recitals:

WHEREAS with its request for proposals numbered P-321 CNM solicited proposals for certain Lobbying Services;

WHEREAS CNM selected Contractor's proposal as being the most advantageous and awarded the work to Contractor;

WHEREAS CNM and Contractor desire to enter into a written agreement for Lobbying Services;

NOW, THEREFORE, the parties agree as follows:

1. Term Period: Services of the Contractor shall commence on the effective date of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of the Agreement. This Agreement shall terminate on August 19, 2016.

This Agreement may not be extended beyond the term Agreement period. If this Agreement is terminated during the term, CNM may require the Contractor to continue to handle to completion any and all matters referred during the contract period under the terms of this Agreement.

2. Scope of Service: The Contractor shall provide lobbyist representation and other lobbying services (hereafter the "Services") in a satisfactory and proper manner for CNM. Contractor will act as Lobbyist to CNM for all assigned matters requiring lobbying services. Contractor understands that it may not be the sole lobbyist for CNM and that CNM, in its sole discretion, shall determine what work is to be assigned to Contractor.

CNM lobbying projects will be led by Mark Duren, who shall have overall responsibility for handling of the assignment of CNM lobbying work and monitoring of progress. The scope of services includes but shall not be limited to upon the direction of CNM's President or her designees as follows:

A. Provide year round lobbying and general political consulting and government relations positioning to legislative lobbying and executive representation. Services shall include assistance to CNM with all aspects of the process of securing state level funding including but not limited to Instruction and General, Financial Aid, Capital Outlay and any other funding deemed by CNM to be in its best interests.

B. Perform services solely and exclusively on behalf of CNM as a primary educational client concerning all educational issued, matters and interests, including but not limited to k-12, Higher Education and public and/or private institution and organization within the State of New Mexico, during the term on the agreement. Other representation which may be considered a conflict of interest will not be allowed under this contract unless agreed to in writing and included in this agreement or amended to this agreement through a revision to their purchase order (contract) with CNM Reference Section 5. Interest of Contractor:

NOTE: Media exposure due to the community interest in CNM must be anticipated. Lobbying Consultant will also interface with various other educational institutions, state agencies, departments, their officials as necessary.

C. Provide and execute a written "Plan of Action" as described in the RFP P-321 "Lobbying Services".

D. Represent as needed and deemed necessary by CNM for all special legislative sessions, task forces, interim committees, committees and other organized efforts involving CNM.

E. Be current on the general state of CNM and advise appropriate CNM staff of potential problem areas with either existing or upcoming legislation.

F. Advise CNM of any issues which may require lobbying activities, monitoring or the like.

G. Present periodic status reports to CNM's Governing Board at a minimum as follows:
1) CNM's Governing Board meeting immediately prior to the legislative session
2) CNM's Board meeting during the legislative Session and/or
3) CNM's Board meeting within 15 days after the conclusion of the legislative session

H. Faithfully perform all services in a professional manner with diligence and care. Consultant is expected to utilize a reasonable degree of technological tools to save time and money (e.g. computerized word processing, form banks, etc.).

I. Maintain and submit weekly detailed reports to the President during Legislative session, which set forth each lobbying activity, the person(s) involved in those activities.

J. Maintain and submit monthly detailed reports to the President in periods outside of Legislative session, which set forth each lobbying activity, the person(s) involved in those activities.

K. Meet and review with the President the past years "Plan of Action", including but not limited to the successes and or failures of the legislative session and other effort. The consultant shall present at/or soon after the next year proposed "Plan of Action." This meeting should occur at or about 60 days prior to the annual term date however. Preliminary meetings and discussion may take place prior to the Plan of Action kick off meeting for the next legislative session.

3. Compensation and Method of Payment: Compensation: For performing the Services specified in Section 2 hereof, CNM agrees to pay the Contractor in accordance with the following :

Year round lobbying services at an annual rate of $85,000.00 + New Mexico Gross Receipts Tax for a 60 day New Mexico Legislative Session

Year round lobbying services at an annual rate of $82,000.00 + New Mexico Gross Receipts Tax for a 30 day New Mexico Legislative Session

Additional special services by mutual written agreement $175.00/HOUR + New Mexico Gross Receipts Tax

B. Method of Payment: Contractor shall be paid monthly upon receipt by CNM of a properly documented invoice for monthly payments as determined by the budgetary and fiscal guidelines for CNM. The Contractor shall follow any policies and procedures, which may from time to time be established by CNM for the efficient and cost effective processing of its business. The procedures may include a change in the format and requirements for billings submitted.

C. Billing: At the time of submission of any billing, Contractor will be required to submit to CNM a report summarizing the activities undertaken for which the billing is being submitted and a plan for future activities which the Contractor intends to perform during the next billing cycle.

Billing for year 1; August 20, 2012- August 19, 2013payment schedule shall be in accordance with Exhibit A for a 60 day or 30 day legislative session. The same schedule will apply for years 2-4 unless mutually agreed upon in writing by both parties.

4. Indemnification and Insurance:

A. Contractor shall indemnify and hold harmless CNM, its officers and employees for any loss, cost, damage or liability caused to its employees, students, consultants or business or other invitees arising out of, or in connection with, or as a result of performance occasioned by the negligence or other fault, by act or omission of the Contractor, its agents, employees or subcontractors.

The Contractor agrees that it and its subcontractors (if any) will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above and further agrees to maintain workers'

compensation coverage covering all persons employed in the performance of the Agreement. Contractor shall provide CNM with proof of insurance.

B. The Contractor agrees to defend, indemnify and hold harmless CNM and it officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Contractor under this Agreement. The indemnity required hereunder shall be secured by professional liability and malpractice insurance coverage of Contractor in an amount not less than $1,000,000 per incident.

5. Interest of Contractor:

A. The Contractor represents and agrees that it presently has no direct or indirect interest and shall not acquire any direct interest that conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. *Furthermore, the Contractor acknowledges Central New Mexico Community College as its' primary educational client and agrees to provide Services to CNM accordingly.* The Institute recognizes that Contractor provides lobbying services per Attachment 1. These activities are not viewed by the parties as creating a conflict of interest at this time. The Contractor further agrees that no person having a conflict of interest will be employed to perform Services.

B. The Contractor hereby agrees to report to CNM, in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of CNM. Such situations include but are not limited to providing lobbying services on behalf of another governmental or educational client regardless of whether a conflict does exist under the Code of Professional Responsibility or Disciplinary Rules or whether the subject matter constitutes a conflict of interest as related to the Contractor's representation of CNM under this contract.

Upon notification of such a conflict, CNM will inform the Contractor in writing within ten (10) days of receipt of the written notification that CNM will or declines to waive the potential conflict. If the conflict is waived, the Contractor or firm may proceed with the Services in the conflict situation, informing CNM should any relevant change of circumstances occur. If waiver of the conflict is denied, the Contractor is obligated under the provisions of this Agreement to cease its efforts in the conflict situation.

If the Contractor refuses to cease the Services, or if the Contractor fails to notify CNM of a potential conflict, CNM may terminate this contract upon one (1) day's notice. Contractor agrees to compensate the Institute for any fees and costs incurred by CNM to obtain alternate Services, including but not limited to the cost of paying substitute counsel to become familiar with the case to a level at which the Contractor withdrew from representation.

6. Termination and Delays: Termination for Cause. If Contractor, for any cause, fails or omits to carry out the Services in an acceptable manner CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Contractor shall take corrective measures within such time. Contractor's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by CNM. In such event, CNM may otherwise secure the Services, and Contractor shall be liable for damages suffered by CNM, including incidental and consequential damages.

In the event of a for-cause termination, CNM shall terminate this Agreement by delivering to Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon delivery of such notice, Contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

If, after notice of termination, CNM determines Contractor was not in default, or if Contractor's default is due to failure of CNM, termination shall be deemed for the convenience of CNM.

Termination for convenience of CNM. On thirty (30) calendar days written notice to Contractor, CNM May terminate this Agreement in whole or in part for its own convenience in the absence of any default of Contractor.

In the event of a no-cause termination, CNM shall terminate this Agreement by delivering to Contractor notice of termination without cause specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the fifteenth (15th) business day after delivery of the notice.
Within ten (10) calendar days of the effective date of termination, Contractor shall deliver to CNM all documents and any or all other materials developed, prepared or held under this Agreement. Upon delivery of such notice, the contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

The rights and remedies of CNM provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this paragraph, the word "Contractor" includes Contractor and its subcontractor at any tier.

7. Status of Contractor: The Contractor is an independent contractor performing services for CNM and neither it not its agents or employees shall, as a result of this Agreement, accrue leave, retirement, insurance, bonding authority, or any other benefits, prerequisites or allowances normally afforded only to employees of the Institute. The Contractor acknowledges that all sums received under this Agreement are reportable by it for income, self-employment and other applicable taxes.

8. Assignments: The Contractor shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written consent of CNM.

9. Sub-Contracting: The Contractor shall not sub-contract any portion of the services to be performed under this Agreement without the prior written consent of CNM.

10. Publication, Reproduction and Use of Materials: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country by or on behalf of the Contractor. CNM shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials, unless confidential or privileged in nature, which are prepared under this Agreement.

11. Funding Availability: The terms of this Agreement are contingent upon sufficient funding being available as determined by CNM.

12. Approvals Required: This Agreement shall not be binding on CNM until signed by the signatories required on the signature page hereof being rendered, subject to Board approval and the issuance of a purchase order.

13. Taxpayer Identification: The Contractor shall provide CNM with its applicable taxpayer identification numbers for state and federal tax purposes.

14. Releases: Upon final payment of the amount due under the terms of this Agreement, the Contractor releases CNM, its officers and employees from all liabilities, claims and obligations arising from or under the terms of this Agreement. The Contractor agrees not to purport to bind CNM to any obligation not assumed herein by it unless CNM has expressly authorized the Contractor to do so and then only within the strict limits of that authority.

15. Confidentiality: Any information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any other individual or organization by the Contractor without prior written approval of CNM. Contractor shall also be required to sign Exhibit A **"CONFIDENTIALITY AGREEMENT P-321 LOBBYING SERVICES"**

16. Amendments: This Agreement shall not be altered, changed or amended except by mutual agreement of the parties evidenced by a revision to the purchase order executed by the parties hereto.

17. Scope of Agreement: This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written Agreements. No prior agreement or understanding, verbal or otherwise, of the parties

or their agents shall be valid or enforceable unless embodied in this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct deficiencies.

18. Applicable Law: This Agreement shall be governed by the laws of the State of New Mexico. Any action regarding this Agreement shall be brought in the County of Bernalillo, State of New Mexico.

19. Notice: The State of New Mexico Procurement Code, Sections 13-128 through 13-1-199 N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

20. Documents Incorporated by Reference: The following documents are incorporated into this Agreement and hereby made an integral part thereof:

Purchase order P0_____
CNM request for proposal numbered P-321 entitled "Lobbying Services" ("RFP #P 321")
Contractor's Proposal submitted in response to RFP #P-321In the event of a conflict between documents, the following order of precedence applies: The purchase order with this Agreement; RFP #P-321; Contractor's Proposal.

21. Notices: All notices and other communications required or permitted under this Agreement shall be in writing and, except as otherwise provided in this Agreement, will be deemed given when delivered personally, sent by
United States registered or certified mail (return receipt requested) or sent by overnight courier.

Central New Mexico Community College
Attn: Director, Purchasing & Materials Management
525 Buena Vista, SE
Albuquerque, NM 87106

Cc: Central New Mexico Community College
Attn: Dr. Katherine Winograd, President
525 Buena Vista, SE
Albuquerque, NM 87106

Contractor: Mark Duran and Associates
Attn: Mark Duran
Address: 4 Tiwa Trail
City, State, Zip Placitas, NM 87043

22. Force Majeure: Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing to perform or late in performing.

23. Severability: If any provision of this Agreement is found invalid or unenforceable, the remainder of the contract will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of this Agreement will not be affected.

24. Merger: This Agreement shall incorporate all of the agreements, covenants and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

Central New Mexico Community College

By: _____
Charlotte Gensler, Director, Purchasing and Materials Management

By: _____
Katherine Ulibarri, Vice President for Finance and Operations

Contractor

By _____
Lobbyist, Mark Duran

Mark Duran & Associates, Inc.

Payment Schedule Between:
Central New Mexico Community College and Mark Duran & Associates, Inc.

Contract Begins: August 20, 2012
Contract Ends: August 19, 2013

60-Day Legislative Session

- **Salary**
  - ***$85,000 + New Mexico Gross Receipts Tax***

- **Formula**
  - $85,000 x 0.80 = $68,000 + New Mexico Gross Receipts Tax
    - $68,000 over 8 months = $8,500/month + New Mexico Gross Receipts Tax
  - $85,000 x 0.20 = $17,000 + New Mexico Gross Receipts Tax
    - $17,000 over 4 months = $4,250/month + New Mexico Gross Receipts Tax

- **Payment Schedule**
  - August 20, 2012 – August 31, 2012 (12 days)
    - 12 out of 31 days = 38.7%
    - 38.7% of $8,500 = $3,290 for 12 days + New Mexico Gross Receipts Tax
  - September 2012 – March 2013 (7 months)
    - $8,500/month + New Mexico Gross Receipts Tax
  - April 2013 – July 2013 (4 months)
    - $4,250/month + New Mexico Gross Receipts Tax
  - August 1, 2013 – August 19, 2013 (19 days)
    - 19 out of 31 days = 61.3%
    - 61.3% of $8,500 = $5,210 for 19 days + New Mexico Gross Receipts Tax

Total = $85,000 + New Mexico Gross Receipts Tax

4 Tiwa Trail Placitas, NM 87043 P. 505. 771. 9508 C. 505. 280. 8425 E. markd@nmmha.com

30-Day Legislative Session

- Salary
  - ***$82,000 + New Mexico Gross Receipts Tax***

- Formula
  - $85,000 x 0.80 = $65,600 + New Mexico Gross Receipts Tax
    - $65,600 over 8 months = $8,200/month + New Mexico Gross Receipts Tax
  - $85,000 x 0.20 = $16,400 + New Mexico Gross Receipts Tax
    - $17,000 over 4 months = $4,100/month + New Mexico Gross Receipts Tax

- **Payment Schedule**
  - August 20, 2012 – August 31, 2012 (12 days)
    - 12 out of 31 days = 38.7%
    - 38.7% of $8,200 = $3,173.4 for 12 days + New Mexico Gross Receipts Tax
  - September 2012 – March 2013 (7 months)
    - $8,200/month + New Mexico Gross Receipts Tax
  - April 2013 – July 2013 (4 months)
    - $4,100/month + New Mexico Gross Receipts Tax
  - August 1, 2013 – August 19, 2013 (19 days)
    - 19 out of 31 days = 61.3%
    - 61.3% of $8,500 = $5,026.6 for 19 days + New Mexico Gross Receipts Tax

Total = $82,000 + New Mexico Gross Receipts Tax

4 Tiwa Trail Placitas, NM 87043 P. 505. 771. 9508 C. 505. 280. 8425 E. markd@nmmha.com

Economy & Price

Mark Duran & Associates, Inc. proposes to represent Central New Mexico Community College for a cost of $85,000 plus New Mexico Gross Receipts Tax at 6.0625% for 60-day New Mexico Legislative Sessions and $82,000 plus New Mexico Gross Receipts Tax at 6.0625% for 30-day New Mexico Legislative Sessions.

The services will include:

- Year-round lobbying from general political consulting and government relations positioning to legislative lobbying and executive representation;
- Execution of all initiatives outlined in the Plan of Action Section of the proposal from strategic planning to meeting with all pertinent legislative interim committees and implementation of election cycle, pre-legislative, legislative and post legislative cycle work plan components;
- Representation during all special legislative sessions, task forces, committees and other organized efforts where CNM matters or issues will be considered;
- Attendance, at company cost, at all pertinent statewide, local and national meetings involving school issues;
- Presenting to CNM Governing Board, participation in CNM Strategic Planning Sessions, other presentations as necessary, development of newsletters, letters and other supporting materials as necessary or upon request;
- Year-round representation with staffs and leaders of LFC, HED, DFA, legislative committees, legislative leadership, Governor's Office and executive agencies;
- Political positioning; Government and Public Relations consulting; special event planning; etc.;
- Execution of all items included in the CNM Lobbyist Contract Scope of Work;

Optional Hourly Price for services outside scope of contract is $175.00 per hour.

* Cost includes all company expenses for implementation of above