



CONTRACT NO. 2005-0233

**STATE OF NEW MEXICO
THIRD JUDICIAL DISTRICT COURT
PROFESSIONAL SERVICES CONTRACT
Martial Arts Program**

THIS AGREEMENT is made by and between the Third Judicial District Court, hereinafter referred to as "Court", and Steel Dragon, hereinafter referred to as "Contractor".

ADDRESS OF CONTRACTOR: 1705 N. Valley Dr., Suite 6
Las Cruces, New Mexico 88005
PHONE NUMBER: (505) 496-0997 and (505) 496-7525

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK

A. The Contractor agrees to provide a Martial Arts program for the Juvenile Drug Court Program as assigned by the Juvenile Drug Court Program Director or her designee for a maximum of fifteen (15) students per month. Contractor agrees to create and implement the program as referred to in the proposal dated April 3, 2003, attached and revised on July 13, 2004, attached. Contractor agrees to make the necessary arrangements to obtain and provide any equipment necessary for services. Contractor agrees to comply with all confidentiality requirements of the Juvenile Drug Court Program and the Court.

2. COMPENSATION

- A. Compensation for the Contractor's service shall be paid exclusively from Drug Court Funds. Payments pursuant to this Agreement shall provide compensation for all services performed herein. The Contractor shall receive no other compensation from the State for services performed pursuant to this Agreement.
- B. The Contractor's compensation for the Scope of Work shall be limited to 15 students at \$45.00 per month per student for 12 months. There will be a one time set up fee of \$76.00 per student for up to 30 students (2 sets of students per year). There will also be testing fees for up to 30 students at \$30.00 per student. Total fees shall not exceed \$11,280.00 plus Gross Receipts Tax @6.5% = \$733.20 for a total of \$12,013.20. The Court will reimburse the Contractor for competition registration fees for 30 students at \$40.00 per student for a total of \$1,200.00. Total contract shall not exceed \$13,213.20.
- C. Monthly statements shall be submitted within two (2) weeks after the end of the month; statements shall enumerate students in attendance and sessions held during the month.
- D. Contractor is responsible for payment of New Mexico Gross Receipts Tax levied on the amount payable under this Agreement.

3. HOLD HARMLESS.

- A. The Contractor agrees to indemnify and hold harmless the State of New Mexico, the Third Judicial District Court, and all Court officers and employees against any and all claims by participating students, or their families, heirs or assigns, whether on behalf of the student or any other person, which claims arise from any personal injury or death suffered by a student in connection with that student's participation in the Martial Arts training provided by Contractor under the terms of this Contract.
- B. The Contractor shall maintain at all times sufficient liability insurance covering injuries to students arising from the Martial Arts training and naming the State of New Mexico as insured.

4. TERM. This Agreement runs from July 1, 2004 through June 30, 2005, unless terminated pursuant to Paragraph 4. This Agreement may be subject to extension, pursuant to NMSA 13-1-150.

5. TERMINATION

- A. This Agreement shall terminate at the end of the contract term. This Agreement may be terminated earlier without cause by either of the parties upon written notice delivered to the other party at least 10 days prior to the intended date of termination, or pursuant to paragraph 9, infra. By such termination, neither party shall nullify obligations already incurred.
- B. Default by either party is cause for termination, provided that written notice is given the other party at least 10 days before such termination shall occur. Default is construed to include any of the following events:
 - 1. Contractor fails to provide the services set forth herein; or
 - 2. Either party fails to comply with the terms of this Agreement.

6. STATUS OF CONTRACTOR

The Contractor and the Contractor's agents and employees are independent contractors performing professional services and are not employees of the state. The Contractor and the Contractor's agents and employees shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding, use of state vehicles, or any benefits afforded to state employees.

7. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Administrative Office of the Courts.

8. SUBCONTRACTING/DELEGATION. The Contractor may not subcontract or delegate the attorney services and obligations under this Agreement.

9. RECORDS AND AUDIT. The Contractor shall maintain all files and documents necessary for the completion of duties and shall keep records which indicate the date, amount of time, and nature of service rendered. A compilation of such records shall be

delivered to the Court no later than the termination date of this Agreement. These records shall be subject to audit by the Department of Finance and Administration and the State Auditor.

- 10. FUNDING.** The continuation of this Agreement is contingent on sufficient funding and authorizations for expenditures being made by the New Mexico legislature to permit payment. If sufficient funding and authorizations are not made by the legislature, this Agreement shall, notwithstanding the provisions of any other paragraph, terminate on the Contractor's receipt of written notice of termination from the Court. The Court's decision of whether sufficient funding and authorizations for expenditures have been made shall be accepted by the Contractor and shall be final.
- 11. RELEASE AND AGENCY.** The Contractor, upon final payment of the amount due under this Agreement, releases the Court, its officers and employees, and the State of New Mexico from all liability, claims, and obligations arising under this Agreement that were reasonably discoverable prior to final payment. The Contractor agrees not to purport to bind the State of New Mexico to any obligations not assumed herein by the State of New Mexico, unless the Contractor has express authority to do so, and then only within the strict limits of that authority.
- 12. CONFIDENTIALITY.** Any confidential 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 individual or organization by the Contractor without the prior written approval of the Court. This provision shall extend indefinitely beyond the terms of this Agreement.
- 13. PRODUCT OF SERVICES: COPYRIGHT.** All written material developed specifically for the Court by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Court no later than the termination date of this Agreement. No such material developed, in whole or in part, by the Contractor under this Agreement shall be subject of an application for copyright by or on behalf of the Contractor.
- 14. CONFLICT OF INTEREST.** The Contractor warrants that the Contractor presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with all statutory provisions that require disclosure to the Office of the Secretary of State of amounts received under state contracts when and if such provisions become applicable.
- 15. PROHIBITION AGAINST DUAL COMPENSATION.** The charges for services rendered under this Contract are reimbursable or subject to compensation only to the extent that such services relate exclusively and directly to the purpose of this Contract, and supplemental or additional payment for such services is not received by the Contractor from any other source.
- 16. EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor, in the performance of this Agreement, shall not discriminate against any employee, client or other person on the

basis of race, color, religion, national origin, sex, age or disability.

17. NOTICE. The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. 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 understandings are merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

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

20. APPLICABLE LAW. This Agreement shall be governed by the applicable laws, statutes, rules, and regulations of the State of New Mexico.

21. EFFECTIVE DATE. This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement.

IN WITNESS WHEREOF, the Third Judicial District Court and the Contractor do hereby execute this Agreement on this date: July 23, 2004.

STATE OF NEW MEXICO
Third Judicial District Court:

[Signature]
Robert E. Robles, Chief Judge

7/23/04
Date

CONTRACTOR: Steel Dragon
[Signature]
Steven Estrada, Owner

7/23/04
Date

ATTEST:
[Signature]
Madine Sanchez, Court Administrator

7/23/04
Date

APPROVED:
[Signature]
Administrative Office of the Courts

8-30-04
Date

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:
The Records of the Taxation and Revenue Department reflect that the Contractor is registered for payment of the New Mexico gross receipts tax. Yes X No

ID Number 02-945101-009

The Records of the Taxation and Revenue Department reflect that the Contractor is exempt from payment of the New Mexico Gross Receipts Tax. Yes No

APPROVED:
[Signature]
Taxation & Revenue Department

9/2/04
Date

APPROVED:
[Signature]
Judicial Budget Officer

9/13/04
Date

STEEL DRAGON
Martial Arts
1705 N. Valley Dr. #6, Las Cruces, New Mexico
(505)496-0997
(505)496-7525

PROPOSAL FOR AN
AFTER SCHOOL PROGRAM

To: Larry Ramirez, District Judge

From: Steven Estrada, Co-Owner

Date: July 13, 2004

Re: After School Program

This proposal is intended to create an "After School Program" for qualified participants of the Dona Ana County Juvenile Drug Court.

Instructor Qualifications:

1. Kickboxing Instructor
2. International Muay Thai Champion, Las Cruces, New Mexico
3. Mano-a-Mano Champion, Tijuana, Mexico
4. USA Boxing Certified Coach, Class B

Co-Instructor Qualifications:

1. 2nd Degree Blackbelt in Goju Ryu Karate
2. 2nd Degree Blackbelt in Shotokan Karate
3. Brown Belt in Tae Kwon Do
4. Currently teach an after school program for Weed & Seed – juveniles at risk

Structure of Classes are as follows:

Classes will be designed for fifteen (15) students who are at risk and need intervention. Classes will meet Tuesday and Thursday from 6:00 – 7:00 p.m. Students will learn self defense techniques, karate, kickboxing and boxing. The use of proper techniques to defend themselves and the use of avoidance of attacks and confrontations will be emphasized. Life skills are also acquired by students while in this program such as confidence, control, discipline and respect. Respect for parents, teachers, law enforcement, peers and themselves is our utmost priority.

Students must deliver a signed teacher progress report monthly. If a student is not passing all classes, they must do their school work and extra credit work at our school instead of participating

in classes. Tutoring assistance will be available during this time. Failure of a student to comply with this condition will result in suspension from the program.

Mini Seminars which will cover cigarette smoking, drug and alcohol abuse, gangs and violence and the importance of education will also be given.

Fees:

Monthly fees are \$45.00 per student. This fee includes one hour classes twice a week. A one time set up fee of \$76.00 per student is also included. A budget sheet is attached to this proposal for your convenience.

Budget Sheet

Tuition Breakdown

TUITION	July 01, 2004 – Aug. 01, 2004	Aug. 01, 2004 – Sept. 01, 2004	Sept. 01, 2004 – Oct. 01, 2004
15 Students @ \$45.00 per month	\$675.00	\$675.00	\$675.00

Total Budget

Tuition for 15 Students for 3 months (See Above)	\$2,025.00
One time set up fee for 15 Students	\$1,140.00
TOTAL	\$3,165.00

Steel Dragon Class Schedule

MONDAY	TUESDAY	WEDNSDAY	THURSDAY	FRIDAY
Beginner Karate (5:30-6:15)	Women's Self Defense (5:30- 6:30)	Beginner Karate (5:30-6:15)	Women's Self Defense (5:30-6:30)	Women's Self Defense (5:30-6:30)
Advanced Karate / JDC (6:15-7:15)	Kickboxing (6:30- 7:30)	Advanced Karate / JDC (6:15-7:15)	Kickboxing (6:30- 7:30)	
Kickboxing (7:15-8:15)		Demo Team (7:15-8:15)		



Contract No. 2004-0330

**ADDENDUM
STATE OF NEW MEXICO
PROFESSIONAL SERVICES AGREEMENT**

THIS ADDENDUM is made between the Third Judicial District Court "State Agency" and Steel Dragon "Contractor".

The Professional Services Agreement is hereby amended to include the following increase to the original contract award entered on February 1, 2004 through April 30, 2004. Total increase shall be in the amount of \$1073.68 and shall be effective May 1, 2004. The increase shall extend from the effective date of May 1, 2004 through June 30, 2004.

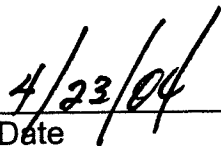
Additional Services: The Contractor hereby agrees to provide additional services for the months of May and June, 2004. The program will remain limited to fifteen (15) students at \$45.00 per month and a one time set up fee for \$76.00 per student. Contractor will provide registration fees of \$40 per student for 11 students to compete in a martial arts tournament in El Paso, April 30, 2004.

Terms and Conditions: All other terms and conditions entered upon on the original contract shall apply and are incorporated into this Addendum.

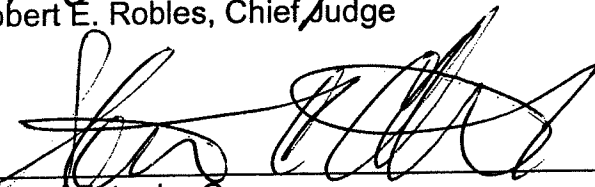
**State of New Mexico
Third Judicial District Court**



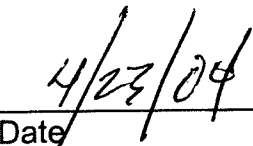
Robert E. Robles, Chief Judge



Date



Steven Estrada, Owner
Steel Dragon



Date

Approved:

Administrative Office of the Courts

Date

**STATE OF NEW MEXICO
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of February, by and between the State of New Mexico, Third Judicial District Court, hereinafter referred to as "the Court", and the Steel Dragon, hereinafter referred to as "the Contractor" whose address is

1705 N. Valley, Suite 6
Las Cruces, NM 88005

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK

A. The Contractor agrees to provide a Martial Arts program for the Juvenile Drug Court Program as assigned by the Juvenile Drug Court Program Director or her designee for a maximum of fifteen (15) students. Contractor agrees to create and implement the program as referred to in the proposal dated April 3, 2003, attached. Contractor agrees to make the necessary arrangements to obtain and provide any equipment necessary for services. Contractor agrees to comply with all confidentiality requirements of the Juvenile Drug Court Program and "the Court".

2. COMPENSATION

A. Compensation for the Contractor's service shall be paid exclusively from drug court funds. Payments pursuant to this Agreement shall provide compensation for all service performed herein. The Contractor shall receive no other compensation from the State for services performed pursuant to this Agreement;

B. The Contractor's compensation for the Scope of Work shall be limited to 15 students at \$45.00 per month and one time set up fees of \$76.00 per student, not to exceed \$3,165.00 for a three month period.

C. Monthly statements shall be submitted within two (2) days after the end of each month; statements shall enumerate students in attendance and sessions held during the month;

D. Payments from the State shall include the Contractor's New Mexico Gross Receipts Tax levied on the amount payable under this Agreement;

3. **HOLD HARMLESS**

The Contractor agrees to indemnify and hold harmless the State of New Mexico, the Third Judicial District Court, and all Court officers and employees against any and all claims by participating students, or their families, heirs or assigns, whether on behalf of the student or any other person, which claims arise from any personal injury or death suffered by a student in connection with that student's participation in the Martial Arts training provided by Contractor under the terms of this Contract.

The Contractor shall maintain at all times sufficient liability insurance covering injuries to students arising from the Martial Arts training and naming the State of New Mexico as insured.

4. **TERM**

The term of this agreement shall begin Feb. 1, 2004, and shall terminate April 30, 2004 unless sooner terminated; however, some obligations incurred pursuant to the Agreement shall survive termination as set forth below. This Agreement may be subject to an extension, not to exceed June 30, 2004.

5. **TERMINATION**

A. This Agreement shall terminate at the end of the contract term. This Agreement may be sooner terminated without cause by either of the parties hereto upon written notice delivered to the other party at least 10 days prior to the intended date of termination, or pursuant to paragraph 8, *infra*. By such termination, neither party shall nullify obligations already incurred. For all cases appointed during any month for which the Contractor received compensation as set forth in paragraph 2, *supra*, the Contractor shall provide service through disposition even if disposition occurs after the termination of the contract period;

B. Default by either party is cause for termination, provided that written notice is given the other party at least 10 days before such termination shall occur. Default is construed to include any of the following events:

1. if the Contractor fails to provided the services set forth herein; or
2. if either party fails to comply with the terms of the Agreement.

6. **STATUS OF CONTRACTOR**

A. The Contractor and the Contractor's agents and employees are independent contractors performing professional services and are not employees of the State of New Mexico and shall not accrue leave, retirement, insurance, bonding, use of state vehicle, or receive benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

B. The Contractor shall avoid employment that would be in conflict with the duties under this agreement or give the appearance of impropriety.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the AOC.

8. **SUBCONTRACTING/DELEGATION**

The Contractor may not subcontract or delegate the services and obligations under the Agreement.

9. **RECORDS AND AUDIT**

The Contractor shall maintain all files and documents necessary for the completion of duties and keep records which indicate the date, amount of time, and nature of service rendered. A compilation of such records shall be delivered to the Court no later than the termination date of this Agreement. These records shall be subject to audit by the Department of Finance and Administration and the State Auditor.

10. **APPROPRIATIONS**

The continuation of this Agreement is contingent on sufficient appropriations and authorizations for expenditures being made by the New Mexico legislature to permit payment. If sufficient appropriations and authorizations are not made by the legislature, this Agreement shall, notwithstanding the provisions of any other paragraph, terminate on the Contractor's receipt of written notice of termination from the Court. The Court's decision of whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by the Contractor and shall be final.

11. **RELEASE AND AGENCY**

The Contractor, upon final payment of the amount due under this Agreement, releases the Court, its officer and employees, and the State of New Mexico from all liability, claims, and obligations arising under this Agreement that were reasonably discoverable prior to final payment. The Contractor agrees not to purport to bind the State of New Mexico to any obligations not assumed herein by the State of New Mexico, unless the Contractor has express authority to do so, and then only within the strict limits of that authority.

12. **CONFIDENTIALITY**

Any confidential 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 individual or organization by the Contractor without the prior written approval of the Court. This provision shall extend indefinitely beyond the terms of this Agreement.

13. PRODUCT OF SERVICES: COPYRIGHT

All written material developed specifically for the Court by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Court not later than the termination date of this Agreement. No such material developed, in whole or in part, by the Contractor under this Agreement shall be subject of an application for copyright by or on behalf of the Contractor.

14. CONFLICT OF INTEREST

The Contractor warrants that the Contractor presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with all statutory provisions that require disclosure to the Office of the Secretary of State of amounts received under state contracts when and if such provisions become applicable.

15. PROHIBITION AGAINST DUAL COMPENSATION

The charges for services rendered under this Contract are reimbursable or subject to compensation only to the extent that such services relate exclusively and directly to the purpose of this Contract and supplemental or additional payment for such services is not received by the Contractor from any other source.

16. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor, in the performance of this Agreement, shall not discriminate against any employee, client or other person on the basis of race, color, religion, national origin, sex, age or disability.

17. NOTICE

The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. 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 understandings are merged into this written Agreement. No prior agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

19. AMENDMENT

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

20. APPLICABLE LAW

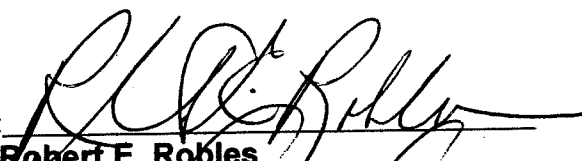
This Agreement shall be governed by the applicable laws, statutes, rules, and regulations of the State of New Mexico.

21. EFFECTIVE DATE

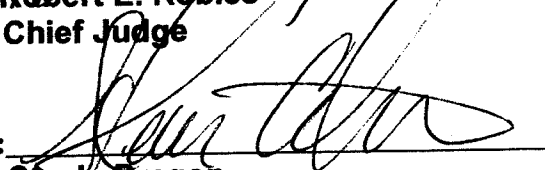
This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement.

Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO
THIRD JUDICIAL DISTRICT COURT**

BY: 
**Robert E. Robles
Chief Judge**

DATE: 2/4/04

BY: 
**Steele Dragon
Steven Estrada, Owner**

DATE: 2/5/04

APPROVED: _____ DATE _____
ADMINISTRATIVE OFFICE OF THE COURTS

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax.

Yes X I.D. NO. ~~20-0460116~~

No

02 945101 -00-9

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is exempt from the payment of the New Mexico gross receipts tax.

Yes

No

BY: _____
TAXATION & REVENUE DEPARTMENT **DATE**

APPROVED: _____
JUDICIAL BUDGET OFFICER **DATE**

STEEL DRAGON
Martial Arts
1115 N. Solano, Las Cruces, New Mexico
(505) 496-5180

PROPOSAL FOR AN
AFTER SCHOOL PROGRAM

To: Silvia E. Cano-Garcia, District Judge

From: Steven Estrada, Co-Owner

Date: April 3, 2003

Re: After School Program

This proposal is intended to create an "After School Program" for qualified participants of the Dona Ana County Juvenile Drug Court.

Instructor Qualifications:

1. Kickboxing Instructor
2. International Muay Thai Champion, Las Cruces, New Mexico
3. Mano-a-Mano Champion, Tijuana, Mexico
4. USA Boxing Certified Coach, Class B

Co-Instructor Qualifications:

1. 2nd Degree Blackbelt in Goju Ryu Karate
2. 2nd Degree Blackbelt in Shotokan Karate
3. Brown Belt in Tae Kwon Do
3. Currently teach an after school program for Weed & Seed - juveniles at risk

Structure of Classes are as follows:

Classes will be designed for fifteen (15) students who are at risk and need intervention. Classes will meet Monday and Wednesday from 4:00 - 5:30 p.m. Students will learn self defense techniques, karate, kickboxing and boxing. The use of proper techniques to defend themselves and the use of avoidance of attacks and confrontations will be emphasized. Life skills are also acquired by students while in this program such as confidence, control, discipline and respect. Respect for parents, teachers, law enforcement, peers and themselves is our utmost priority.

Students must deliver a signed teacher progress report monthly. If a student is not passing all classes, they must do their school work and extra credit work at our school instead of participating in classes. Tutoring assistance will be available during this time. Failure of a student to comply with

this condition will result in suspension from the program.

Mini seminars which will cover cigarette smoking, drug and alcohol abuse, gangs and violence and the importance of education will also be given.

Fees:

Monthly fees are \$45.00 per student. This fee includes one and one-half hour classes twice a week. A one time set up fee of \$76.00 per student is also included. A budget sheet is attached to this proposal for your convenience.

Budget Sheet

Tuition Breakdown

TUITION	April 16 - May 16, 2003	May 16, 2003 - June 16, 2003	June 16, 2003 - July 16, 2003
15 Students @ \$45.00 per month	\$675.00	\$675.00	\$675.00

Total Budget

Tuition for 15 Students for 3 months (See Above)	\$2,025.00
One time set up fee for 15 Students	\$1,140.00
TOTAL	\$3,165.00

STEEL DRAGON
Class schedule

MONDAY:

5:30 PM - 6:30 PM	Beginner / Advance
6:00 PM - 7:00 PM	J.D.C.
7:00 PM- 8:30 pm	Kickboxing

TUESDAY:

4:45 PM -5:30 pm	Weed / Seed
6:30 pm -8:30 pm	Kickboxing

WEDNESDAY

5:30PM-6:30PM	PPD / Beginner Class
6:30PM - 7:30 PM	Advance
7:30PM-8:30PM	Kickboxing

THURSDAY:

6:00PM -7:00PM	JDC Program
4:45PM 6:15 PM	Weed / Seed
7:00 PM - 8:30 PM	Kickboxing

Friday:

5:30PM-6:30PM	PPD
6:30PM-8:00PM	Demo class/ Competition class