

**Contract Number K11-048**  
**REVISED**  
**YOUTH DEVELOPMENT, INC.**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made effective as of the 17<sup>th</sup> day of February 2011, by and between **GADSDEN INDEPENDENT SCHOOL DISTRICT** (hereafter "GISD") and **YOUTH DEVELOPMENT, INC.** (hereafter "YDI"). Hereafter, GISD and YDI are often collectively referred to as "Parties" and singularly as "Party."

**WITNESSETH:**

- WHEREAS,** YDI desires that Gadsden Middle School (GSM) through GISD furnish Extended Learning Services for the YDI Elev8 Program and other services as set forth herein; and
- WHEREAS,** GISD has represented to YDI that it is specifically qualified by professional background to perform the required services as described herein; and
- WHEREAS,** YDI desires to contract directly with GISD to work under the direction of YDI's Lorenzo Garcia and /or Renee Paisano-Trujillo, hereafter called Coordinator.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises set forth herein, it is agreed as follows:

1. The period of performance under this Agreement shall commence January 1, 2011, and expire June 30, 2011. The period of performance may be extended for additional periods by the written agreement of the Parties.
2. YDI may cancel this Agreement, in whole or in part, for any reason or cause, upon ten (10) days prior written notice, but in such event YDI shall reimburse GISD for reasonable, necessary and YDI approved expenses incurred by GISD hereunder up to date of cancellation, but YDI shall not be liable for any loss of profits or any portion thereof.
  - 2a. In the event, on the grant's expiration date, the granting agency discontinues funding, this contract shall automatically expire on that date.
3. GISD agrees to be available during such period and to furnish all labor, materials, supplies, equipment, and facilities, except as may be furnished by YDI, necessary to complete the following as per listed in Attachment "A" Scope of Work:
4. GISD shall be paid for Work performed hereunder this Agreement as set forth below:
  - 4.1 The total compensation allowed hereunder shall not exceed forty thousand dollars and no cents (\$40,000.00) exclusive of NM Gross Receipt Tax, but including labor, travel expenses and authorized materials without prior written amendment to this Agreement.
5. GISD is authorized to submit monthly invoices in the amounts of \$8,000.00 on the following dates:, February 28, 2011, March 31, 2011, April 30, 2011, May 31, 2011, June 30, 2011

GISD's Initials \_\_\_\_\_ YDI's Initials   *LT*

Invoices shall reference this Agreement number (K11-048), shall contain such documentation as YDI may require, including as a signature of the coordinator on the invoice indicating work was performed satisfactorily and approval is given for payment and shall be mailed to:

Youth Development, Inc.  
C/o Accounts Payable;  
6301 Central Avenue NW;  
Albuquerque, New Mexico 87105;  
Attention: Accounts Payable Supervisor

- 5.1 Within thirty (30) days after receipt of such invoice, YDI shall pay the full amount of the invoice; however, if YDI objects to all or any portion of the invoice, it shall so notify GISD of the same within five (5) days after receipt and shall pay only that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion of the invoice.
6. The compensation provided herein includes, and GISD shall be liable for and shall pay and shall indemnify, defend, and save YDI harmless from, all taxes which may now or hereafter be imposed by law with respect to the performance of Work herein, or to any material, supplies, and equipment furnished in the performance of Work herein, including any interest or penalties imposed thereon.
- 6.1 YDI shall reimburse GISD for any applicable New Mexico gross receipts taxes to be paid by GISD relative to this Agreement, and on all invoices to YDI, GISD shall separately show all such New Mexico gross receipts taxes charged to YDI. Charges not subject to New Mexico gross receipts tax shall be separately stated, and no New Mexico or other jurisdiction's gross receipts, compensating, or use taxes shall be charged to YDI relative to this Agreement. GISD shall utilize appropriate New Mexico Nontaxable Transaction certificates where applicable to minimize New Mexico gross receipts taxes.
7. Any formal notice, demand, or request provided for in this Agreement shall be deemed properly made if personally delivered, or sent by registered or certified mail, postage prepaid, to the person specified below. Nothing contained herein shall preclude the transmission of routine invoices or correspondence, messages, and information between the respective Parties hereto, either at the Work site or at their respective home offices, by an official of either Party or their representatives.

To GISD: Gadsden Independent School District  
C/O Gadsden Middle School  
1301 W. Washington St.  
Anthony, NM 88021  
Attention: Dr. David Garcia, Principal

To YDI: Youth Development, Inc.  
6301 Central Avenue NW  
Albuquerque, NM 87105  
Attention: George J. Bello, Purchasing Director

8. At any time or times, but not later than three (3) years after final payment under this Agreement, YDI or its sponsor or the Comptroller General or their designees may make such audit of the invoices or vouchers and substantiating material (including time records) as deemed necessary by YDI. Each payment theretofore made shall be subject to reduction to the extent of amounts which are found by YDI not to have been properly payable, and shall also be subject to reduction for overpayments, or to increase for underpayments, on preceding invoices or vouchers.
9. Without limiting any of the other obligations or liabilities of GISD, GISD shall at its own sole cost and expense during the term of this Agreement, procure and maintain in force, or cause to be procured and maintained in force, comprehensive public liability, automobile liability, workers' compensation and employer's liability insurance covering all performance under this Agreement, in such amounts and with such terms as YDI's Central Purchasing Division shall reasonably require, but in no event less than insurance customarily carried by prudent persons or businesses in GISD's industry.

GISD's Initials \_\_\_\_\_ YDI's  \_\_\_\_\_

Coverage shall be written by an insurance carrier with a policyholder's rating of at least "A" and a financial rating of at least "X" in accordance with the most recent A.M. Best rating. Certificates of such insurance shall be filed with YDI's Central Purchasing Division prior to the commencement of any Work hereunder and shall provide that the evidenced insurance shall not be canceled without thirty (30) days prior written notice to YDI.

10. GISD agrees to assume full liability for and agrees to protect, defend, indemnify, and save YDI harmless from any injury, death, loss, damage, claims, expenses (including reasonable attorney fees), suits, demands, judgments and causes of action of any nature arising as a result of operations hereunder by GISD.
  - 10.1 This indemnity provision shall apply equally to injuries to GISD's employees.
11. GISD shall be an independent GISD with respect to the performance of all Work entered into hereunder and neither GISD nor anyone used or employed by GISD shall be deemed for any purpose to be the employee, agent, servant, or representative of YDI in the performance of any Work in any manner dealt with hereunder.
12. GISD shall not assign nor subcontract this Agreement or any part hereof without the written consent of YDI.
13. All material or property received by GISD is and shall be treated as the confidential property of YDI. GISD shall exercise at least the same degree of care to safeguard the confidentiality of the material or property received as GISD would exercise to safeguard its own confidential material or property. Neither the material nor property received hereunder shall be disclosed, except as provided herein, or in any way disclosed to any third party, in whole or in part. Such prohibition on disclosure shall not apply to disclosures by GISD to its employees.
  - 13.1 GISD shall not make any verbal or written statement to any press or news media, relative to the Work under this Agreement, without first obtaining specific written approval thereof from YDI.
  - 13.2 GISD agrees to abide by all of YDI's program's Standards of Conduct.
14. This Agreement shall in all respects, be interpreted and construed and the rights of the Parties hereto shall be governed by New Mexico law.

This Agreement constitutes and expresses the entire agreement between the Parties with respect to the subject matter; all prior agreement, representations, statements, negotiations and undertakings are superseded hereby. This Agreement may not be modified nor amended except by written instrument executed on behalf of each Party by an officer or other duly authorized representative.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date first set forth above.

**GADSDEN INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Cynthia Nava  
Superintendent

Fed Tax ID# : 85-6000313

**YOUTH DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Larry Fortess  
Vice President/C.O.O.