ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/15
FOR CITY COUNCIL MEETING OF 09/30/15

ISSUE:

13. Request for Approval of Amendment No. 1 to Professional Services Agreement – Assist with Operations of Interfaith Community Shelter; Interfaith Community Shelter Group #15-0539 and Approval of Budget Increase in the Amount of $5,000. (Chris Sanchez)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 22763.510300

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

DATE: August 17, 2015

TO: Mayor Javier M. Gonzales
Brian K. Snyder, City Manager
Oscar S. Rodriguez, Finance Department Director

VIA: Isaac J. Pino, Community Services Director

FROM: Chris L. Sanchez, Interim Youth and Family Services Division Director

ITEM AND ISSUE:

Signature on City of Santa Fe Amendment No. 1 to use Santa Fe County purchase order to assist with operations of the Interfaith Community Shelter Group.

BACKGROUND AND SUMMARY:

In July 2015 the County Health and Human Services staff and Santa Fe Police Department and City staff from Community Services Department met to discuss how Santa Fe County could assist with the operations of the emergency shelter. The Police officers present related that during overnight shifts, officers who were responding to domestic violence calls often had to pay for overnight shelter out of their own pockets to ensure that individuals and families were safe after they left the scene. The officers related that they go through the process of contacting the emergency shelters but because of the late night occurrence of these issues they cannot get individuals or families into shelter. The Interfaith Shelter said they would create a reimbursement process with several local hotels to pay for shelter in the instances described by the Police Department.

The County requests that, in order to expedite the assistance to Santa Fe Police officers using this funding, the City of Santa Fe administer this funding. The Youth and Family Services staff has completed the process of entering into a contract for services with the Interfaith Community Shelter Group and can provide the required information to address this purchasing process.

The additional funds will not impact the City budget and will make a dramatic difference to the individuals and families who need safe shelter after a domestic violence response from the Santa Fe Police Department.

RECOMMENDED ACTION:

Please sign the attached Amendment No. 1. Increase the budget by $5,000 in 22763-510300 in order to administer the funds. Thank-you.

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 10, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Interfaith Community Shelter Group #15-0539 (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to manage the services operating out of 2801 Cerrillos Road such as mental health counseling, food and shelter, medical and dental services and substance abuse prevention. The Contractor agrees to collect data regarding the services provided and those desired by the population accessing services.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement is amended to revise Exhibit "A" which is attached hereto and incorporated herein. The additional services are to coordinate with the Santa Fe Police Department and other appropriate crisis nonprofit service providers to pay for emergency overnight stays at participating hotels.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the compensation by five thousand dollars ($5,000), so that Article 3, paragraph A reads as follows:

A. On the first Friday of the month, the Contractor shall submit the City's reimbursement request form with the required supporting documentation (as determined by the City) for the previous month for services rendered. Within thirty work days of receipt of the invoice and supporting documentation, the City, if accepted, shall pay to the Contractor the invoiced amount for services rendered, total invoiced sum not to exceed one hundred and fifteen thousand dollars ($115,000.00), inclusive of all applicable and accepted taxes and also as described in Exhibit "B" attached hereto and incorporated herein. The revised Exhibit "B" is attached hereto and incorporated herein.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
INTERFAITH COMMUNITY SHELTER

_____
JAVIER M. GONZALES, MAYOR

_____
NAME & TITLE

Date: _____

Date: _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____ 8/27
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

_____
OSCAR RODRIGUEZ, FINANCE DIRECTOR

22763-510300
Business Unit/Line Item

EXHIBIT "A"

Interfaith Community Shelter Group
2015-16 Scope of Services:

The Contractor shall provide the following services for the city:

A. To provide respectful, hospitable shelter for homeless men, women and children in order to prevent deaths from exposure by providing seasonal shelter.

1. Shelter: to 1,000 clients with 16,000 units of service.
2. Meals: 1,200 clients with 48,000 units of service.
3. Coordinate with Santa Fe Police Department and local hotels to provide emergency overnight stay when individuals and families cannot be accommodated in other nonprofit agency shelters.
4. Support services: ranging from clothing distribution, showers, referral services, employment assistance, ID assistance, and AA/NA meetings which will be coordinated with partnering agencies.

B. To provide a location and coordination of using space by partners providing a variety of services to assist people experiencing homelessness or near homelessness. Services shall include but not be limited to:

1. Mental Health Counseling: for 175 individuals with 350 units of service.
2. Medical and Dental services: to 175 individuals with 350 units of service.
3. Substance Abuse Prevention: to 200 individuals with 400 units of service.
4. Housing Counseling for 75 to 150 individuals.

EXHIBIT "B"

INTERFAITH COMMUNITY SHELTER GROUP

TOTAL GENERAL FUND CONTRACT AMOUNT FOR FISCAL YEAR 2015-2016	$115,000.00

BUDGET

1.0 Personnel	
1.1 Partial salary for Program Assistant for Day Services	$20,000.00
1.1 Partial salary for Day Kitchen Manager	$20,000.00
1.1 Night Staff for Winter Shelter	$70,000.00
Subtotal	$110,000.00
2.0 Contractual Services	
2.15 Other – Reimbursements for emergency shelter	$ 5,000.00
GRAND TOTAL	**$115,000.00**

City of Santa Fe
Summary of Contracts, Agreements & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT X

2 Name of contractor **Interfaith Community Shelter**

3 Complete information requested ☐ Plus GRT

X Inclusive of GRT

Original Contract Amount: $110,000.00

Termination Date: June 30, 2016

X Approved by Council Date: June 10, 2015

☐ or by City Manager Date: _____

Contract is for: FY 2015-2016 Human Services recommended services

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Amendment # 1 to the Original Contract # 15-0539

(**Increase**)/Decrease Amount $ 5,000.00

Extend Termination Date to June 30, 2016

☐ Approved by Council Date: _____

☐ or by the City Manager Date: _____

Amendment is for: Reimbursements for Emergency Shelter

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4 **History of Contract & Amendments:** (option: attached spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of GRT

Amount $_____ of original Contract # _____ Termination Date: _____

Reason: _____

Amount $_____ of original Contract # _____ Termination Date: _____

Reason: _____

Amount $_____ of original Contract # _____ Termination Date: _____

Reason: _____

Amount $_____ of original Contract # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $

City of Santa Fe
Summary of Contracts, Agreements & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 15/33/P Date: 03/27/15

RFQ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** First Year Contract
example: (First year of 4 year contract)

7 **Funding Source:** Human Services Fund **BU/Line Item:** 22763.510400

8 **Any out-of-the-ordinary or unusual issues or concerns:**

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Chris Sanchez

Phone # extension 6678

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

ITEM # 15-0539

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Interfaith Community Shelter Group (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City as described in Exhibit "A" attached hereto and incorporated herein.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. On the first Friday of the month, the Contractor shall submit the City's reimbursement request form with the required supporting documentation (as determined by the City) for the previous month for services rendered. Within thirty work days of receipt of the invoice and supporting documentation, the City, if accepted, shall pay to the Contractor the invoiced amount for services rendered, total invoiced sum not to

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. If required, the Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. If required, the Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES,
MAYOR

DATE: 6/25/15

CONTRACTOR: Interfaith Community Shelter Group

NAME AND TITLE
TREASURER

DATE: 6-29-15

CRS#4187043
City of Santa Fe Business
Registration #15-00045983

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 6/10/15

APPROVED AS TO FORM:

6/17
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

6-24-2015
OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

22763-510400
Business Unit Line Item

EXHIBIT "A"

Interfaith Community Shelter Group
2015-16 Scope of Services:

The Contractor shall provide the following services for the city:

A. To provide respectful, hospitable shelter for homeless men, women and children in order to prevent deaths from exposure by providing seasonal shelter.

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2. Meals: 1,200 clients with 48,000 units of service.
3. Support services: ranging from clothing distribution, showers, referral services, employment assistance, ID assistance, and AA/NA meetings which will be coordinated with partnering agencies.

B. To provide a location and coordination of using space by partners providing a variety of services to assist people experiencing homelessness or near homelessness. Services shall include but not be limited to:

1. Mental Health Counseling: for 175 individuals with 350 units of service.
2. Medical and Dental services: to 175 individuals with 350 units of service.
3. Substance Abuse Prevention: to 200 individuals with 400 units of service.
4. Housing Counseling for 75 to 150 individuals.

EXHIBIT "C"

Interfaith Community Shelter Group

1. Reporting Requirements

The Contractor shall provide the following documentation on a monthly basis to the city:

A. Quarterly Report including the following attachments:
   1. Cover page
   2. Demographics
   3. Income verification
   4. Questionnaire

B. Quarterly Financial Report:
   1. Profit and Loss Statement

C. Board of Directors Meeting Minutes:
   1. One meeting minutes per quarter

D. Due Dates of the Quarterly Reports:
   - October 15, 2015
   - January 15, 2016
   - April 15, 2016
   - Final Report – July 15, 2016

Client#: 15397 INTF MM6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Ins Svcs Inc
P.O.Box 5080
Santa Fe, NM 87502
505 982-4296/CA Lic#0757776

CONTACT NAME: Stefanie Romero
PHONE (A/C, No, Ext): 505-992-1878 FAX (A/C, No): 866-621-0427
E-MAIL ADDRESS: Stefanie Romero

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insuranc	18058
INSURER B: New Mexico Employers Assurance	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Interfaith Community Shelter Group Inc.
PO Box 22653
Santa Fe, NM 87502

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK1238510	11/01/2014	11/01/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			PHPK1238510	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			63790106	11/01/2014	11/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability per attached form PIGLDHS 10/11.

CERTIFICATE HOLDER
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert B. Machock

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City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

#

DEPARTMENT / DIVISION / SECTION / UNIT NAME	DATE
Community Services/Youth and Family Services	09/04/2015

ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)--> SUBLEDGER / SUBSIDIARY	DR / (CR)	INCREASE	DECREASE
Revenue (SF County PO)	21515.471400			(5,000)	
Human Services	22763.510300			5,000	
			TOTAL	$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

In coordination with SFPD to assist in paying for emergency overnight stays at participating hotels for the homeless.

Edith Martinez 9/4/15	CITY COUNCIL APPROVAL		9/9/15
Prepared By Date	City Council Approval Required ☐	Budget Officer	Date
	City Council Approval Date		9-9-2015
Division Director Date		Finance Director	Date
9.4.15	Agenda Item #:		
Department Director Date		City Manager	Date

PURCHASE ORDER

SANTA FE COUNTY
SANTA FE, NEW MEXICO

IMPORTANT
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING CONTAINERS. INVOICES ARE TO BE IN DUPLICATE.

PAGE: 1
P.O. NO.: 161290
DATE: 08/03/15

TO: CITY OF SANTA FE - FINANCE/LEA
22763-510400
PO BOX 909
SANTA FE, NM 87504

SHIP TO/ INVOICE TO:
Santa Fe County
HEALTH & HUMAN SERV/ADMIN
SANTA FE COUNTY
2052 GALISTEO STREET
SANTA FE, NM 87505-2156

VENDOR NO.
19399

NOTES
1 Federal Tax I.D. Number is required for payment.
2 If unable to fill at prices shown, or meet delivery day, please advise immediately.
3 All items subject to terms and conditions on reverse.

DELIVER BY	SHIP VIA	F.O.B.	TERMS
06/30/16			NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
RODARTE, ROBERT	MARTINEZ, MARICELA	MGARCIA

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		23204214615090		161673	07/31/15

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	5000.00	EA	REQUESTED BY PATRICIA BOISE COMMUNITY SERVICES DEPARTMENT WOULD LIKE TO CONTRIBUTE $5,000 TO THE CITY OF SANTA FE FOR SHELTER OPERATION EXPENSES.	1.0000	5000.00
			SUB-TOTAL		5000.00
			TOTAL		5000.00

REMARKS:
08/03/15- EXEMPT FROM PROCUREMENT PURSUANT TO NMSA 1978 13-1-98A "GOVERNMENT TO GOVERNMENT", MM.

NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE DIRECTOR OR THE COUNTY PURCHASING AGENT.

Marcela Martinez

AUTHORIZED SIGNATURE & TITLE

VENDOR'S COPY