



STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 DON GASPAR  
SANTA FE, NEW MEXICO 87501-2786  
Telephone (505) 827-5800  
[www.ped.state.nm.us](http://www.ped.state.nm.us)

HANNA SKANDERA  
SECRETARY-DESIGNATE OF EDUCATION

SUSANA MARTINEZ  
Governor

October 22, 2012

Efren Yturalde  
Superintendent  
Gadsden Independent Schools  
4950 McNutt Road  
Sunland Park, NM 88063

RE: Intergovernmental Agreement #13-924-00172 with Gadsden Independent Schools

Dear Superintendent Yturalde:

Enclosed is a fully executed original intergovernmental agreement between the New Mexico Public Education Department (PED) and Gadsden Independent Schools and a purchase order approved by the Department of Finance and Administration that establishes the authority to implement your 21<sup>st</sup> Century Community Learning Center Program.

Please note the following federal grant information specific to the award:

CFDA: 84.287C After School Learning Centers  
Award Name: After School Learning Center Formula Award  
Award Nos. S287C110031 and S287C120031  
Federal Funding Agency: USDE

Compliance Requirements: EDGAR 34 CFR Parts (74-99)  
<http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

OMB A-133 and OMB A-87 or OMB A-21 (Cost Principles for Educational Institutions)  
[http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)

The table below indicates your 21<sup>st</sup> Century Community Learning Center (24119) FY12-13 award. Please submit a Budget Adjustment Request (BAR) for this amount using fund code 24119 and revenue object code 44500 using the Operating Budget Management System (OBMS) located on the NMPED OBMS website.

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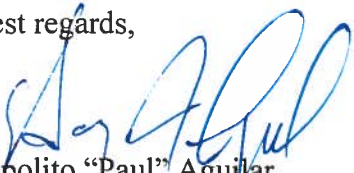
FY12-13 Budget	\$876,999.00
Total Amount of BAR	\$876,999.00

In OBMS, attach a copy of this award letter and the program-approved Budget Justification Form, which describes how the contractor will use the funds. The supporting documentation must be sufficient to ensure allowable uses for the funds under the grant program; failure to submit sufficient descriptions will delay approval of BARs.

The FY12-13 award amount must be obligated by June 30, 2013 and expended by September 30, 2013. Final request for reimbursement must be made before October 26, 2013.

If you have questions regarding the amounts noted, please contact your designated fiscal analyst within the Fiscal Grants Management Bureau who will refer your question to the appropriate level. If you have programmatic questions, please contact Laurie A. Mueller, 21<sup>st</sup> CCLC State Coordinator at 505-827-1828.

Best regards,



Hipolito "Paul" Aguilar  
Deputy Secretary of Finance and Operations

Encl: As Stated

HA/DK/lm

cc: Ms. Maria Fidalgo, Accounting and Audit Manager  
Ms. Marian Rael, Director, Administrative Services Division  
Ms. Susan Lucero, Fiscal Grants Management, Bureau Chief  
Ms. Susan Brown  
Ms. Susan Yturralde

## AGREEMENT

**THIS AGREEMENT, #13-924-00172**, is entered into by and between the **State of New Mexico Public Education Department**, hereinafter referred to as the "DEPARTMENT," and the **Gadsden Independent Schools**, a public entity, hereinafter referred to as the "CONTRACTOR."

**WHEREAS**, the DEPARTMENT is the state agency designated to receive federal funds as part of the Elementary and Secondary Education Act (ESEA), Title IV, Part B for 21<sup>st</sup> Century Community Learning Centers in fiscal year 2013 for the establishment of 21<sup>st</sup> Century Community Learning Centers (CCLC) statewide that serve students who attend high poverty and low performing schools,

**WHEREAS**, the CONTRACTOR has competed and been selected through a Request for Proposal process, RFP #20-924-00-14530, to deliver a quality 21<sup>st</sup> Century Community Learning Center program,

**WHEREAS**, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program.

**NOW THEREFORE**, the DEPARTMENT and the CONTRACTOR in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

### **I. Period of Agreement.**

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2013** unless terminated pursuant to Article VII, *infra*. Per the Request for Proposal, additional Intergovernmental Agreements (IGAs) may be implemented on an annual basis for up to **four (4)** years, or any portion thereof *contingent* upon the availability of funds and evidence of substantial progress towards meeting goals and objectives and compliance with all DEPARTMENT and 21<sup>st</sup> CCLC federal requirements.

### **II. Statement of Work.**

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended or terminated pursuant to Article VII, *infra*. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work and provide documentation as identified in "**EXHIBIT B – DELIVERABLE CALENDAR**."

### **III. Limitation of Cost.**

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed eight hundred seventy six thousand nine hundred ninety nine dollars (\$876,999.00). The annual budget is attached hereto as "**EXHIBIT C – FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

#### **IV. Payment.**

The DEPARTMENT shall make monthly payments to the CONTRACTOR for services and costs specified in “EXHIBIT C.” The CONTRACTOR shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. The invoices must include the agreement number for which services have been rendered, the DEPARTMENT purchase order number, and should be submitted on the DEPARTMENT’s Operating Budget Management System (OBMS). Contractor access to the OBMS software will be facilitated by the 21<sup>st</sup> CCCLC state coordinator in partnership with Fiscal Grants Management Bureau. The 21<sup>st</sup> CCLC state coordinator and the Fiscal Grants Management Bureau will individually implement a monitoring system to randomly select contractors to provide additional supporting documentation for submitted invoices. The CONTRACTOR’S failure to submit such invoices and supporting documentation to include expenses, as requested by the DEPARTMENT, within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the DEPARTMENT.

#### **V. Return of Funds.**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the CONTRACTOR to the DEPARTMENT.

#### **VI. Appropriations**

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the US Department of Education to the DEPARTMENT.

#### **VII. Termination of Agreement.**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR’S DEFAULT/BREACH OF CONTRACT.**

#### **VIII. Funds Accountability.**

The parties shall provide for strict accountability of all monies made subject to this Agreement. The CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the CONTRACTOR pursuant to this Agreement.

The CONTRACTOR will provide fiscal documentation through the OBMS system, as required by the DEPARTMENT, using Offeror-purchased software that includes a *systems generated report* with each request for reimbursement that illustrates: 1) time/date; 2) original, adjustments and current budget amounts; 3) current and year to date expenditures; 4) budget balance (budget

minus expenditures); 5) encumbrances; 6) budget balance that represents the budget minus the expenditures plus encumbrances; and 7) budget balance percentage remaining. Training on fiscal requirements will be provided by the 21<sup>st</sup> CCLC state coordinator in partnership with Fiscal Grants Management Bureau.

The CONTRACTOR will include all monies made subject to this Agreement in the annual audit and will provide the DEPARTMENT with a copy of the annual audit.

**IX. Maintenance of Records.**

The DEPARTMENT shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The CONTRACTOR shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years.

**X. 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 DEPARTMENT or as required by a court of competent jurisdiction.

**XI. Amendments.**

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

**XII. 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 the prior written approval of the DEPARTMENT.

**XIII. Applicable Law.**

This Agreement shall be governed by the laws of the United States and the State of New Mexico.

**XIV. Acquisition of Property.**

The parties agree that neither party shall acquire any property as the result of this Agreement.

**XV. Liability.**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA

1978, as amended.

## **XVI. Execution of Documents.**

The DEPARTMENT and the CONTRACTOR agree to execute any document(s) necessary to implement the terms of this Agreement.

## **XVII. Sub-Contracts.**

The CONTRACTOR shall be ultimately responsible for all items enumerated in the Statement of Work (Exhibit A) of this Agreement.

The CONTRACTOR shall seek advance approval from the DEPARTMENT of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

## **XVIII. Equal Opportunity Compliance.**

The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

## **XIX. Workers' Compensation.**

The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the DEPARTMENT.

## **XX. Lobbying Certification.**

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee

**EXHIBIT A  
STATEMENT OF WORK**

The purpose of this agreement is to create community learning centers that will provide students a broad range of exceptional school-linked learning and developmental opportunities, designed to complement the students' regular academic program. Community learning centers must also offer families of participating students literacy and other educational services (Title IV, Part B, Sec.4201 (a)). Programming provided must support local schools in preparing students with age-appropriate knowledge, attitudes and behaviors to succeed at college, in a career, and in life. Enrichment activities provided must be innovative, interactive, research-based and support positive youth development. Academic opportunities provided must support student academic growth in meeting the Common Cores Standards (CCSS) in core academic subjects, such as reading and mathematics. Diverse stakeholders within each community should be involved in the planning and the delivery of the services. Programming may be provided during non-school hours or at times when school is not in session, such as before and after school, holidays, weekends or summer recess; to support expanded learning time during the school day (NM Elementary and Secondary Education Act (ESEA) Flexibility Request, February 15, 2012); or both. Community learning centers can be located in elementary or secondary schools or other similarly safe and accessible facilities (Title IV, Part B, Section 4204 (c)). The DEPARTMENT supported community learning centers shall serve students at no cost to the parents.

The contractor shall:

1. Provide 21<sup>st</sup> CCLC services to students who attend the following DEPARTMENT identified and approved targeted high poverty and low-performing schools: Chaparral Elementary, Mesquite Elementary, Riverside Elementary, and Chaparral Middle School in the Gadsden Independent School District.
2. Meet and document, at a minimum, the program delivery requirement at each community learning center, two (2) hours per day, four (4) days per week for a minimum of thirty (30) weeks.
3. Provide, as appropriate, 21<sup>st</sup> CCLC programming during non-school hours or periods when school is not in session, such as before and after school, holidays, weekends or summer recess; to support expanded learning time during the school day; or both.
4. Provide US Department of Agriculture approved snacks and meals, as appropriate, for participating students using resources other than 21<sup>st</sup> CCLC funds.
5. Provide 21<sup>st</sup> CCLC programming at no cost to the parents.
6. Maintain and implement a DEPARTMENT approved *Transportation Plan* that addresses how students participating in the program will travel safely to and from the community learning center(s) and home.
7. Demonstrate and document partnership(s) with participating community resources, including but not limited to:
  - a) Partnering with other agencies serving children,
  - b) Securing volunteer staff,
  - c) Receiving tangible resources that expand and enhance program delivery, and
  - d) Creating other partnerships that enhance sustainability and quality of services provided.
8. Demonstrate and document partnership(s) with participating local education agencies and principals from targeted schools, including but not limited to:
  - a) Establishing how the link between the school day and the 21<sup>st</sup> CCLC program will be maintained,
  - b) Identifying processes to secure and maintain school administrative and teacher

- support,
  - c) Identifying the resources that will be shared between the school and the 21<sup>st</sup> CCLC and at what mutually designated intervals,
  - d) Scheduling mechanisms for communication between participating parties, and
  - e) Determining how student data will be shared between the school and the 21<sup>st</sup> CCLC program to evaluate impact.
9. Maintain an annual formal agreement(s) (e.g. Memorandum of Understanding, contracts, etc.), as approved by the DEPARTMENT, between participating schools and the community partnerships developed on behalf of the 21<sup>st</sup> CCLC.
  10. Maintain and implement a DEPARTMENT approved *Sustainability Plan* with documented ongoing activities that support how the community learning center(s) will continue after funding ends.
  11. Maintain and implement a DEPARTMENT approved *Communication Plan* that addresses how information about the community learning center and its location will be disseminated to the community in an understandable and accessible way, including meeting the needs of homeless, bilingual, Native Americans and private school parents.
  12. Maintain and implement a DEPARTMENT approved *Private School Plan* that addresses how the 21<sup>st</sup> CCLC program will provide equitable services and opportunities for participation by private school students within the service area of the targeted schools.
  13. Increase attendance in the 21<sup>st</sup> CCLC program of students overall, and within the specific populations below, for thirty (30) or more days during the year for maximum benefit, by students who are:
    - a) Homeless,
    - b) English Language Learners,
    - c) Native Americans,
    - d) Students with disabilities, and
    - e) Students in the lowest 25% quartile of achievement.
  14. Recruit families of participating students to participate in the literacy and educational services provided for them by the 21<sup>st</sup> CCLC(s).
  15. Provide a DEPARTMENT approved balanced program offerings aligned to both the needs assessment results and the school day instruction, which include all of the following:
    - a) Academic enrichment opportunities such as individual tutoring, reading interventions, homework help and other academic activities that meet Common Core State Standards (CCSS) in core academic subjects, such as reading and mathematics,
    - b) Regular, ongoing activities that specifically address obesity prevention that includes both nutrition education and physical activity,
    - c) A broad array of programming that fosters positive youth development, including but not limited to: cultural appreciation; drug and violence prevention; counseling; art; music; technology education; and character education, and
    - d) Adult literacy and educational services that meet the needs of families of participating students.
  16. Provide support for struggling readers with early interventions aligned with the school day learning.
  17. Provide access to learning and developmental opportunities for children with disabilities.
  18. Provide a program director who will be responsible for providing leadership to the program and will ensure quality control of the following:
    - a) 21<sup>st</sup> CCLC(s) achieve established objectives and meet state deliverables, including data delivery,




- b) Adequate staff and student resources at each 21<sup>st</sup> CCLC(s),
  - c) Adoption of protocols to ensure secure and safe environments, including background checks for paid staff and volunteers who work directly with students, and
  - d) At least two annual quality professional development activities for all 21<sup>st</sup> CCLC staff at all funded 21<sup>st</sup> CCLC(s).
19. Provide fiscal documentation, as required by the DEPARTMENT, with Offeror-purchased software that includes a *systems generated report* with each request for reimbursement that illustrates: 1) time/date; 2) original, adjustments and current budget amounts; 3) current and year to date expenditures; 4) budget balance (budget minus expenditures); 5) encumbrances; 6) budget balance that represents the budget minus the expenditures plus encumbrances; and 7) budget balance percentage remaining. Training will be provided by the 21<sup>st</sup> CCLC state coordinator in partnership with the Fiscal Grant Management Bureau on the reimbursement process.
20. Ensure funds appropriated will be used to supplement, and not supplant, other federal, state, and local public funds expended to provide programs and activities authorized under ESEA and other similar programs.
21. Meet all required federal reporting and documentation, as applicable, in the Education Department General Administrative Regulations.
22. Use software, designed to allow compliance with the federal Profile and Performance Information Collection System (PPICS). The PED Division of Information Technology will determine the software to be used, and the 21<sup>st</sup> CCLC state coordinator will disseminate purchasing information.
23. Submit the required PPICS data in a timely manner, as identified by the DEPARTMENT, to include but not limited to: 1) levels of funding, 2) extent of community partnerships; 3) basic center operations; 4) rates of student attendance; 5) staffing configurations; 6) activities offered by the centers; 7) changes in state assessment scores among attending students; and 8) improved classroom behavior of attending students. Data delivery dates are included in **“EXHIBIT B – DELIVERABLE CALENDAR”**.
24. Participate in the DEPARTMENT’s evaluation process and report data to the state evaluation contractor on the state identified quality program indicators, including but not limited to:
- a) Percentage of students attending the program from the student population of participating schools,
  - b) Percentage of students attending thirty (30) or more days at the community learning center,
  - c) Change in the students’ scores on the New Mexico Standards Based Assessment or comparable standardized assessment,
  - d) Change in student classroom behavior,
  - e) Change in student completion of homework,
  - f) Change in student school absenteeism, and
  - g) Change in student promotion.
25. Disseminate and collect DEPARTMENT approved surveys during the 2013 spring semester that ensure the following return rates:
- a) Parent surveys - 50% of parents of total enrolled students,
  - b) Student surveys - 75% of total enrolled students, and
  - c) Teachers surveys - 75% of school teachers who serve students in the program.
26. Participation in DEPARTMENT identified continuous quality improvement processes and documented implementation of federal and state identified best practices.

of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**IN WITNESS WHEREOF**, the DEPARTMENT and the CONTRACTOR have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.


**CONTRACTOR:**

  
Contractor

Superintendent  
Printed Title of Authorized Signatory

Date: 10/16/2012

**DEPARTMENT:**

  
Hanna Skandera  
Secretary-Designate of Education

Date: 11.6.12

  
Agency Legal Counsel – Certifying Legal Sufficiency

Date: Nov 5, 2012

<b>Exhibit B: Deliverable Calendar For IGA with School Districts</b>	
<b>Deliverable:</b>	<b>To Be Completed By:</b>
• Signed 21 <sup>st</sup> CCLC Assurances	December 15, 2012
• Fiscal Software Assurance Template	December 15, 2012
• Principal Signatures Template	December 15, 2012
• Database Software Assurance Template	December 15, 2012
• Hours of Operation Template	December 15, 2012
• Snacks / Meals Template	December 15, 2012
• Transportation Safety Plan Template	December 15, 2012
• Partnerships/ Private School Plan Template	December 15, 2012
• Sustainability Plan Template	December 15, 2012
• Communication Plan Template	December 15, 2012
• Safe and Accessible Facility Template	December 15, 2012
• Target Population Template	December 15, 2012
• Program Activities Template	December 15, 2012
• Staff Inventory and Professional Development Template	December 15, 2012
• Funding Template	December 15, 2012
• Required Federal / State Data Reported	January 30, 2013 March 30, 2013 May 30, 2013
• Survey Template	April 30, 2013
• Continuous Quality Improvement (CQI) Data Complete	March 30, 2013
• CQI Plan	May 30, 2013
• Continuation Application Packet	May 30, 2013

<b>Exhibit C - Financial Information Sheet</b>		
1000 Instruction	Afterschool staffing and supplies	\$720,291.93
2300 Support Services – General Administration	Director (s)	\$99,950.00
2500 Support Services – Central Office	State required software	\$28,000.00
2700 Support Services – Student Transportation	Afterschool bus expenses	\$6,000.00
3300 Non-Instructional Services – Community Services	Family Activities	\$3,200.00
Indirect Costs		\$19,557.07
<b>Total Budget:</b>		<b>\$876,999.00</b>

**Changes among line items under the above Function Codes are allowed through Budgets Adjustment Requests (BARS) as approved by the DEPARTMENT.**

**Changes between Function Codes must be accompanied by an amendment issued and approved by the DEPARTMENT.**



# State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence  
**Dispatch via Print**

## Public Education Department

300 Don Gaspar Ave.  
Room 109  
Santa Fe NM 87501  
United States

**Vendor:** 0000054415  
GADSDEN INDEPENDENT SCHOOL DISTRICT  
PO DRAWER 70  
ANTHONY NM 88021

<b>Purchase Order</b> 92400-0000041395	<b>Date</b> 11/08/2012	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> Pay Now	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Best Way	
<b>Buyer</b> DALEEN MARTINEZ	<b>Phone</b> 505/476-3779		

**Ship To:** 120 S. Federal Place  
Federal Building  
Santa Fe NM 87501  
United States

**Bill To:** 120 S. Federal Place  
Federal Building  
Santa Fe NM 87501  
United States

**Origin:** EXE **Exc\Excl #:** 13-1-98A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	21st Century Community Learning Centers that serve students in high poverty and low performing schools. Expires: 6/30/13 IGA: 13 924 00172		1.00	EA	876,999.00	876,999.00	11/08/2012

92400-67302-Z0500-535200- - -PED24119GY121- -91336-20000

**Schedule Total** 876,999.00

Contract ID: 13 924 00172

Contract Line: 0 Release: 1

**Item Total** 876,999.00

**Total PO Amount** 876,999.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

**Authorized Signature**