

## NAVAJO COUNTY AGENDA ITEM REQUEST FORM

<b>Meeting Date:</b> 05/11/15	<b>Time Needed:</b> 5 Minutes
<b>Requesting Department:</b> Emergency Management	<b>Presenter(s) Name:</b> M. Springer
<p><b>Motion before the Board:</b>          Approve Sub-Grantee Award 15-04-EDSG in the amount of \$20,000 from Arizona Department of Education to provide support in developing and reviewing schools emergency preparedness plans within Navajo County.</p>	
<p><b>Recommendation:</b> (who, what, where, when, how, etc.) Staff recommends approval.</p>	
<p><b>Background:</b> (why should it be done, what will happen if not approved, etc. include resolution)          Arizona Department of Education has received funding for a project entitled "School Emergency Management Program" from the U.S. Department of Education ("Sponsor") awarded under Grant Award No. 184Q140028, ("Grant Agreement" or "Prime Agreement");. ADE wishes to transfer to Sub-recipient, and Sub-recipient is capable of performing and wishes to perform activities listed for County Emergency Managers in the Sponsor grant".</p> <p>Sub-recipient will provide two G-364 Multi-Hazard Emergency Planning for Schools Courses using the current course curriculum. Courses will be set up with and follow the processes of ADE and the Arizona Department of Emergency and Military Affairs (DEMA) for coordinating with trainers, accessing training materials, and reporting training records. Sub-recipient will contact all districts within its jurisdiction making them aware of the opportunity to attend the course.</p> <p>b. Sub-recipient will collaborate with key community partners in fostering response and recovery planning aspects of Mutual Aid Compacts or Memorandums of Understanding (MOUs) to enhance the district or school emergency operations plan.</p> <p>c. Sub-recipient will include schools in their processes and protocols for working with the community.</p> <p>d. Sub-recipient may complete additional activities as approved by ADE.</p>	
<p><b>Fiscal Impact:</b> (what will it cost, where funds will come from, is it budgeted, etc.)          Activities are Grant funded</p>	
<p><b>Reviewed and approved by:</b> County Manager _____          County Attorney _____ Human Resources _____ Finance _____ IT _____</p>	
<p><b>Clerk's Notes:</b></p>	
<p>Date: _____ Initial: _____</p>	

**REMINDER:** Email this coversheet and all backup documentation to "IT Support" by 4:00 p.m. the Friday prior to the Managers' meeting. The Clerk's Office will print the document and make necessary copies for signatures at Managers' meeting.





# SUB-GRANTEE AGREEMENT

ARIZONA DEPARTMENT OF EDUCATION  
1535 W. Jefferson, Bin # 37  
Phoenix, Arizona 85007  
(602) 364-2517

Agreement No: 15-04-EDSG

**PROJECT TITLE: SCHOOL EMERGENCY PREPAREDNESS**

Effective Date: 4/1/2015

Termination Date: 3/31/2016

This Sub-Grantee Agreement is entered into, pursuant to Arizona Revised Statutes (A.R.S.) § 35-148 et seq. between the **Arizona Department of Education (ADE)**, and **Navajo County Emergency Management** (Sub-recipient).

Navajo County Emergency Management agrees to perform the services defined in this Agreement and Work Statement. Any modifications (Amendments) signed by both parties are adopted by reference and become part of this Agreement as of the effective date of the Amendment.

For clarification contact:

Name: Saretha Jones

Phone: 602-542-4235

Email: [saretha.jones@azed.gov](mailto:saretha.jones@azed.gov)

**Navajo County Emergency Management**

CONTRACTOR Name

100 East Code Talkers Drive, South Highway 77

P.O.Box 668

Address

**Holbrook**

**Arizona**

**86025**

City

State

Zip Code

Signature of Person Authorized to Sign

Date

Printed Name

Title

This Agreement shall henceforth be referred to as Subaward Agreement No. **15-04-EDSG**

Arizona Department of Education

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2015

Chief Procurement Officer



**1. Description of Project:**

The purpose of this project is for the County Emergency Management Office to provide training and assistance to schools within its jurisdiction to develop effective school emergency operations plans and to incorporate the schools into their processes and protocols for working with the community.

**2. Term of Agreement**

This Agreement is effective from 4/1/2015 through 3/31/2016 and can be renewed in accordance with Section 3, unless earlier terminated as provided in Sections 9 through 11, 13, and 14.

**3. Renewal of Agreement**

This Agreement may be renewed for additional terms, upon agreement of ADE and Sub-recipient, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures.

**4. Scope of Services**

ADE and Sub-recipient shall perform the obligations agreed to by each as set forth in Attachment "A," attached hereto and incorporated herein by this reference. Sub-recipient has available all the personnel, equipment, and materials (except as otherwise may be provided in this Agreement) necessary and appropriate to complete the Work.

**5. Payment**

ADE shall reimburse Sub-recipient for actual allowable and allocable costs under this Agreement up to, but not to exceed \$20,000. As payment for full and satisfactory performance of the services, ADE agrees to pay Sub-recipient as outlined in **the** Budget Sheet (Attachment B).

**6. Compliance with A.R.S. § 35-148**

If funds are advanced, Sub-recipient shall make an accounting of expenditures and return any unused funds to ADE at the termination of this Agreement.

**7. Changes**

Any changes to this Agreement (Amendments) shall be in writing and signed by both parties.

**8. Arbitration**

Both parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

**9. Breach**

This agreement may be terminated immediately by either party if the other party fails to fulfill its obligations.

**10. Termination**

Except as otherwise provided, this Agreement may be terminated without cause upon thirty (30) days written notice by either party.



**11. Prime Agreement Terminated**

If the U.S. Department of Education ("Sponsor") terminates the Prime Agreement, as described in Attachment A, ADE may terminate this agreement effective upon written notice to Sub-recipient consistent with the conditions governing the Sponsor's termination of the Prime Agreement.

**12. Governing Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

**13. Non-Availability of Funds**

Payment and service obligations are conditioned upon the availability of funds appropriated or allocated for the payment or support of such obligation. If funds are not allocated and available for the continuance of this Agreement, the Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to the terminating party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**14. Cancellation for Conflict of Interest**

This Agreement is subject to cancellation under A.R.S. § 38-511.

**15. Non-Discrimination**

Both parties shall comply with Executive Order 09-09, which mandates that all persons regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, political affiliation or disability.

**16. Records**

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records ("Records") relating to this Agreement for a period of five (5) years after completion of the Agreement. All Records shall be subject to inspection and audit by the other party at reasonable times. Upon request, the parties shall produce the original of any or all such Records.

**17. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

- A. Sub-recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Sub-recipient may be subject to penalties up to and including termination of the contract.



- C. Failure to comply with a State audit process to randomly verify the employment records of Sub-recipient shall be deemed a material breach of the contract and Sub-recipient may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that Sub-recipient complying with the warranty under paragraph A.

#### **17. Indemnification**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

#### **18. Confidentiality**

ADE and Sub-recipient may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (a) is already in the receiving Party's possession at the time of disclosure; (b) is or later becomes part of the public domain through no fault of the receiving Party; (c) is received from a third party with no duty of confidentiality to the disclosing party; (d) was developed independently by the receiving party prior to disclosure; or, (e) is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. Sub-recipient shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this Agreement which involves identifiable individual student data.

#### **19. Capital Equipment/Software**

Disposition of property acquired for the purpose of this Agreement, either by ADE or with funds provided by ADE, shall be determined by ADE upon termination or completion. Upon termination or completion of this Agreement, Sub-recipient shall provide ADE with a listing of all such property, and shall make arrangement to return or dispose of this property as directed by ADE. Sub-recipient shall provide ADE with an inventory for this property within ninety (90) days of this Agreement becoming effective, and annually thereafter.

#### **20. Property of the State**

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared and delivered by Sub-recipient in performance of this Agreement shall vest in the State of Arizona.



## 21. Public Record

Both parties recognize that work product developed under this Agreement become public information, except as limited by section 18, "Confidentiality," and as provided by State and Federal statutes and regulations.

## 22. Notices

All written communications shall be addressed and mailed or personally served as follows:

To the CONTRACTOR:

Mary Springer, Director

Governmental Complex

100 East Code Talkers Drive

South Highway 77

P.O.Box 668

Holbrook, AZ 86025

Telephone: 928-524-4000

Email: [Mary.springer@navajocountvaz.gov](mailto:Mary.springer@navajocountvaz.gov)

To ADE:

Saretha Jones, Procurement Specialist

Procurement, Bin # 37

Arizona Department of Education

1535 West Jefferson

Phoenix, AZ 85007

Telephone: (602) 542-4235

Email: [saretha.jones@azed.gov](mailto:saretha.jones@azed.gov)

Technical Contact: Denise Muller

Telephone: 602-364-2818

Email: [denise.muller@azed.gov](mailto:denise.muller@azed.gov)

## 23. Key Personnel

ADE's Project Director is Jean Ajamie; ADE's Project Director may not amend or modify this Agreement.

24. Sub-recipient's Project Director is Mary Springer. Sub-recipient Project Director will supervise and direct the Work. Sub-recipient may not change its Project Director without ADE's prior written approval. Sub-recipient must notify ADE promptly if its Project Director is unable or unwilling to continue the supervision and direction of the Work. Within thirty (30) days after that notice, Sub-recipient will propose a successor Project Director for ADE's approval and ADE will not withhold its approval unreasonably.



**SUBGRANTEE AGREEMENT**  
**ATTACHMENT A – SCOPE OF WORK**

Agreement Number

**15-04-EDSG**

**Scope of Work**

**1. Background**

Arizona Department of Education has received funding for a project entitled “School Emergency Management Program” from the U.S. Department of Education (“Sponsor”) awarded under Grant Award No. 184Q140028, (“Grant Agreement” or “Prime Agreement”);. ADE wishes to transfer to Sub-recipient, and Sub-recipient is capable of performing and wishes to perform activities listed for County Emergency Managers in the Sponsor grant”.

**2. Contractor Responsibilities:**

- a. Sub-recipient will provide two G-364 Multi-Hazard Emergency Planning for Schools Courses using the current course curriculum. Courses will be set up with and follow the processes of ADE and the Arizona Department of Emergency and Military Affairs (DEMA) for coordinating with trainers, accessing training materials, and reporting training records. Sub-recipient will contact all districts within its jurisdiction making them aware of the opportunity to attend the course.
- b. Sub-recipient will collaborate with key community partners in fostering response and recovery planning aspects of Mutual Aid Compacts or Memorandums of Understanding (MOUs) to enhance the district or school emergency operations plan.
- c. Sub-recipient will include schools in their processes and protocols for working with the community.
- d. Sub-recipient may complete additional activities as approved by ADE.

**3. ADE Responsibilities:**

- a. ADE will provide guidance to Sub-recipient on working with schools as requested by the Sub-recipient.
- b. ADE will provide Sub-recipient with a list of all public school districts within its jurisdiction.

**4. Reports:**

Sub-recipient will submit to ADE, School Safety and Prevention, updated Timeline quarterly reports to:

Arizona Department of Education  
School Safety and Prevention  
1535 W. Jefferson, Bin #29  
Phoenix, AZ 85007

The updated Timeline quarterly report will indicate activities conducted, milestones and deliverables achieved, and necessary revisions to the initial proposed Timeline. The quarterly report will include the names of schools with which the Sub-recipient has met, established MACs or MOUs, and has integrated into Sub-recipient’s processes and protocols.

Sub-recipient will submit to DEMA G364 course sign-in sheet for each two-day course and a course evaluation for each participant.

**5. Quarterly reporting periods and due date will be as follows:**

- April 2015 through June 2015: Due July 31, 2015
- July, 2015 through Sept 2015: Due Oct 31, 2015
- Oct, 2015 through Dec 2015: Due Jan 31, 2016
- Jan, 2016 through Mar 2016: Due Apr 16, 2016



**SUBGRANTEE AGREEMENT**  
**ATTACHMENT B – BUDGET SHEET**

Agreement Number

**15-04-EDSG**

1. **Allowable Costs to Sub-recipient.**

ADE will pay Sub-recipient for direct costs and budgeted Facilities & Administrative (“F & A”) indirect costs that Sub-recipient incurs in the performance of this Agreement, if;

- a. The total of the costs does not exceed the expenditure cap in Section 3;
- b. The terms of this Agreement and the Prime Agreement allowed for the costs;
  - Sub-recipient incurred the costs in accordance with Sub-recipient’ s established policies and procedures; and
  - Sub-recipient followed the applicable cost principles given its type of organization as follows:
    1. U.S. Office of Management and Budget (“OMB”) Circular A-21, Educational Institutions,
    2. OMB Circular A-122 Nonprofit Organizations,
    3. Subpart 31.2 of the FAR, Commercial Firms and Nonprofit Organizations exempt for A-122,
    4. OMB Circular A-87, State and Local Governments, and € 45 CFR 74, Appendix E, Hospitals.
2. The Sub-recipient shall submit completed ADE FORMs-701d and 701b (subject to modification by the program office).
3. Amount shall not exceed **\$20,000.** Quarterly Payments will be distributed at the following times;
  - a. April 1, 2015
  - b. July 31, 2015
  - c. Oct 31, 2015
  - d. Jan. 31, 2016
5. The **July, October, and January** payments are contingent on ADE receiving quarterly reports and Sub-recipient demonstrating progress towards achieving contract deliverables.

6. **Statements**

Timing and Address. Sub-recipient will submit quarterly statements to ADE for payment at

Arizona Department of Education  
Accounting Department  
1535 W. Jefferson St. Bin #1  
Phoenix, Arizona 85007

a. **Detailed Invoices/Statement**

In order for Sub-recipient to receive payment, Sub-recipient must submit statement with sufficient detail to indicate clearly the nature of all expenses in the Budget format, list a cumulative amount that Sub-recipient has requested to date and Sub-recipient must reference this Agreement number. ADE may request documentation in sufficient detail to confirm the actual costs of the project.

b. **Audit Findings.**

If an auditor makes an audit finding or discovers a questioned cost during the Retention Period, Sub-recipient will promptly notify ADE in order to proceed with resolution of the matter as may be required by the Sponsor or applicable Federal regulations. ADE is not liable to Sub-recipient for expenses, costs, or damages in the event Sponsor disallows any of Sub-recipient’ s costs, whether or not ADE determined the costs to be allowable. If Sponsor disallows any of Sub-recipient’ s costs that ADE previously reimbursed, Sub-recipient will refund those costs to ADE no later than 30 days following ADE notifying Sub-recipient of the disallowance.

**ARIZONA DEPARTMENT OF EDUCATION  
INTERAGENCY SERVICE AGREEMENT  
BUDGET/ESTIMATED NEEDS PAYMENT SCHEDULE  
FOR INSTITUTIONS OF HIGHER EDUCATION, STATE  
AGENCIES AND OTHER AGENCIES.**

**INSTRUCTIONS:**

Submit original to ADE Contracts Management Unit as part of proposed Agreement/amendment..

**A. AGREEMENT IDENTIFICATION FOR THE BUDGET PERIOD**      **From: 4/1/2015    To: 3/31/2016**

1. Applicant Agency: <b>Navajo County Emergency Management</b>	2. Contact Person: <b>Mary Springer</b> Phone No.: <b>928- 524-4000</b>	3. Agreement No.: <b>15-04-EDSG</b>
4. Funding source (Chapter 1, etc.): CFDA No.: <b>84.184Q</b>	5. Date submitted: <b>3/05/2015</b>	Index No.:
6. Proposal Name (If any) <b>School Emergency Preparedness</b>	7. Check ONE <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal Application <input type="checkbox"/> Completion Report <input type="checkbox"/> Amendment <input type="checkbox"/> ADE Revision	

B. AGREEMENT BUDGET	BUDGET (1)	REQUEST CHANGES (2)	AMENDED BUDGET (3)	EXPENDITURE TO DATE (4)	BUDGET BALANCE (5)
<b>*EXPENDITURE CATEGORIES</b>					
8. Salaries - Instructional	7500				
9. Salaries - Non-instructional					
10. Employee Benefits					
11. Travel	2500				
12. Supplies and Materials	2500				
13. Purch Services /Consultant Fees					
14. Tuition					
15. Printing &Reproduction	3000				
16. Utilities and Communications					
17. Other (RM @ 1.45% Salaries)	1950				
18. <b>SUBTOTAL</b>	<b>17,450</b>				
19. Indirect Cost ( % x line 18)					
20. Capital Outlay	2550				
21 <b>TOTAL</b>	<b>\$20,000</b>				
22. Administrative Costs					
23. Cash Balance (For Completion Purposes)					

**\* SEE INSTRUCTIONS ON NEXT PAGE**

**COMPLETION REPORT SIGNATURE (Blue Ink Only)**

I hereby certify that this is a reasonable statement of total expenditures for this Agreement.

\_\_\_\_\_  
Applicant Authorized Agent

\_\_\_\_\_  
Date

**D. SUMMARY OF AVAILABLE FUNDS INCLUDED IN BUDGET ABOVE**

**C. ESTIMATED NEEDS PAYMENT SCHEDULE**

(Original  Revised  Date \_\_\_\_\_)

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**ARIZONA DEPARTMENT OF EDUCATION**  
**DETAILED INTERAGENCY SERVICE /INTERGOVERNMENTAL AGREEMENT BUDGET**

(1) Applicant Name/Agency Navajo County Division of Emergency Management (2) Agreement No. 15-04-EDSG

(3) EXPENDITURE CATEGORY NUMBER	(4) AGREEMENT BUDGET LINE ITEM NAME	(5) NAME AND TITLE OF STAFF AND/OR BREAKDOWN OF INDIVIDUAL ITEMS INCLUDED IN AGREEMENT BUDGET LINE ITEM TOTAL	(6) 100% COST OF EACH ITEM LISTED COLUMN (3)	(7) % ASSIGNED TO THIS AGREEMENT	(8) AGREEMENT COST
8	Salaries - Instructional	Instructor to present the MAG364 (to be determined as available).	\$7,500	100%	\$7,500
11	Travel	Mileage expenses for Navajo County Emergency Management staff	\$2,500	100%	\$2,500
12	Supplies and Materials	Classroom supplies and materials, pens, paper, flip charts, markers, etc.	\$2,500	100%	\$2,500
15	Printing and Reproduction	Printing/duplicating course materials, meeting information and plans.	\$3,000	100%	\$3,000
17	Other	Food supplies for meetings \$12.50/person expected 30 participants for each day (2 days) of the two (2) MAG364 classes (1500.00), plus water 2 cases per day of each class (\$50), snacks (\$100/class=\$200), and coffee service for each class (\$100).	\$1,950	100%	\$1,950
20	Capital Outlay	Portable projector and screen to aid in presenting training plan materials plus spare projector bulb.	\$2,550	100%	\$2,550
<b>TOTAL:</b>					<b>\$20,000</b>