

## **STATE OF ARIZONA** DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road Phoenix, Arizona 85008-3495 (602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck THE ADJUTANT GENERAL

Agreement Type: Agreement M23-0067

Effective Date: Octob Termination Date: September

October 1, 2022 September 30, 2027

Agreement Title: City of Douglas, Border Fencing and Technology, Laws 2022 Chapter 334, Section 1.

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City of Douglas

425 East 10<sup>th</sup> Street Douglas, AZ 85607 Contact Name: Ana Urquijo, City Manager Phone Number: (520) 417-7303 Email: ana.urquijo@douglasaz.gov

## DEMA AGREEMENT ADMINISTRATOR

Arizona Department of Emergency and Military Affairs 5645 East McDowell Road Building M5800

Phoenix, AZ 85008 Contact Name: Kyle Matthew, Chief Procurement Officer Phone Number: (602) 464-6491 Email: Kyle.Matthew@azdema.gov

Douglas Police Department 300 14<sup>th</sup> Street Douglas, AZ 85607 Contact Name: Kraig Fullen, Chief of Police Phone Number: (520) 364-2677 Email: kraig.fullen@douglasaz.gov

THIS AGREEMENT, (hereinafter referred to as "Agreement") is between the STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS [hereinafter referred to as "DEMA", a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and the CITY OF DOUGLAS and the DOUGLAS POLICE DEPARTMENT [hereinafter referred to together as the "City", authorized to contract pursuant to A.R.S. § 9-241]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the City and reimbursed by DEMA pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the City for the purposes outlined in Section 26-105, Arizona Revised Statutes.



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Katie Hobbs GOVERNOR

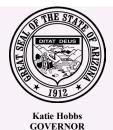
#### Major General Kerry L. Muehlenbeck THE ADJUTANT GENERAL

### IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

City of Douglas	Arizona Department of Emergency and Military Affairs		
Signature	Signature		
Printed Name Ana Urquijo	Printed Name Major General Kerry L. Muehlenbeck		
Title	Title		
City Manager	The Adjutant General		
	The above referenced Agreement is hereby executed this		
Date	Day of, 20		

Douglas Police Department			
Signature			
Printed Name Kraig Fullen			
Title Chief of Police			
Date			



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#### AGREEMENT TERMS

**1. Recitals:** The purpose of this Agreement is to define the terms under which DEMA will provide funds to the City with which to construct and maintain a physical border fence, to purchase or install border security technologies including cameras, sensors, drones, software, and other surveillance equipment, and to pay administrative costs, conducted by the City to be reimbursed by DEMA.

**2. Definitions:** The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

**2.2.** "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and the City of Douglas and the Douglas Police Department together (The City), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

**2.3.** "City" means the City of Douglas and the Douglas Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, the City of Douglas and the Douglas Police Department shall be treated as a single Party to this Agreement and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or City of Douglas.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

**3.** Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

**4. Amendment:** This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating the City of Douglas and the Douglas Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating the City of Douglas and the Douglas Police Department as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

**4.1. Addendum Amendments:** Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.



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**5. Budget:** The amount of \$194,178.00 was appropriated in FY2023 and transferred to the Border Security Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement within thirty (30) days after receipt of valid invoices and supporting documentation from the City. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the City under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the City under this Agreement shall not be used to supplant Federal, State, City, County or local funds that will otherwise be available to the City for the purposes identified in this Agreement funds already available to the City for the purposes identified in this Agreement.

**6. Non-Availability of Funds:** Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payments shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation from the Safford Police Department.

### 8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

**8.2.** In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

**8.3.** The Parties to this Agreement 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. Assignment: Neither Party may assign rights hereunder without the express, written, prior consent of the other Party.

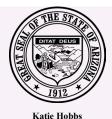
**10. Conflict of Interest:** Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, to September 30, 2027.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature

### 13. Notices, Correspondence, Reports:

**13.1.** Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:



## STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS



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For Douglas Police Department:	For DEMA:
Name: Kraig Fullen	Name: Darlene Quihuis
Title: Chief of Police	Title: Assistant Director
Phone: (520) 417-7504	Phone: (602) 464-6454
Email: kraig.fullen@douglasaz.gov	Email: Darlene.Quihuis@azdema.gov

**13.2.** Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For the City of Douglas:	For DEMA:
Name: David Rose	Name: Kyle A. Matthew
Title: Commander-Support Services	Title: Chief Procurement Officer
Address: 300 14 <sup>th</sup> Street Douglas, AZ 85607	Address: 5645 East McDowell Road, Phoenix AZ 85008
Phone: (520) 364-2677	Phone: (602) 464-6491
Email: David.rose2@douglasaz.gov	Email: Kyle.Matthew@azdema.gov

**13.3** Reports and deliverables shall be sent in accordance with Scope of Work, Reporting Requirement & Deliverables.

**13.4.** Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

**14. Ownership of Information:** Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The City shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

**15. Project Review:** It is the responsibility of the City to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the City shall provide to DEMA within 15 calendar days of DEMA's request.

**16. Severability:** The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.



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#### 17. Termination:

**17.1.** DEMA or the City may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to DEMA or the City, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the City without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

**17.2.** In the event the Agreement is terminated, the City shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the City may be required.

**17.3.** Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the City's expense.

**18. Indemnification:** Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (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. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the City utilize contractor(s), the City's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City of Douglas, the Douglas Police Department, DEMA and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name the City of Douglas, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of the City of Douglas, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.



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**19. E-Verify**: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

**20. Waiver:** The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

**21. Non-Discrimination:** Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the City shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to 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 treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

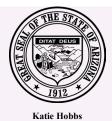
**22. Implied Consent Terms**: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

**23. Record Keeping Requirements:** Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

**24. Lobbying:** Upon signature of this Agreement, the Douglas Police Department shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities will create an appearance of impropriety. The City shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

**25.** Antitrust Recovery: The City assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the City toward fulfillment of this Agreement.

**26.** Compliance with Laws. The City agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.



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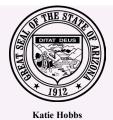
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### ADDENDUM A SCOPE OF WORK

- 1. Project Title: Douglas Police Department, Border Fencing and Technology.
- 2. Project Timeline: October 1, 2022, to September 30, 2027.
- 3. Purpose:
  - a. Reimburse the City of Douglas and the Douglas Police Department for costs incurred to construct and maintain a physical border fence, to purchase or install border security technologies including cameras, sensors, drones, software and other surveillance equipment, and to pay administrative costs.
- 4. Tasks:
  - a. Purchase supplies and equipment in accordance with the budget approved by DEMA. Copies of all contracts are to be provided to DEMA upon request.
- 5. Cost
  - a. Not to exceed \$194,178.00

#### 6. Reporting Requirements and Deliverables:

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. <u>Period of Performance:</u> Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct.1 – Dec.31 Qtr. 3: Jan.1 - March 31 Qtr. 4: April 1 - June 30	Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 <sup>th</sup> falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov



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Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. Period of Performance: Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct.1 – Dec.31 Qtr. 3: Jan.1 - March 31 Qtr. 4: April 1 - June 30	Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 <sup>th</sup> falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

### 7. Additional Requirements:

- a. Ensure all procurement of goods and services are following established applicable procurement law and the City's written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.
- b. All Border Security funds must be accounted for by the City in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at https://gao.az.gov/publications/saam.



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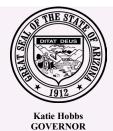
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#### ADDENDUM B PRICE SHEET

#### Budget October 1, 2022, to September 30, 2027

ACCOUNT CLASSIFICATION	AMOUNT
Personnel (Not Applicable)	\$0
Fringe (Not Applicable)	\$0
Travel (Not Applicable)	\$0
Equipment	\$10,973.00
Supplies	\$40,333.00
Contractual	\$142,872.00
Other (Not Applicable)	\$0
Total Direct Costs	\$194,178.00
Administration (Not Applicable)	\$0
TOTAL (Not to Exceed)	\$194,178.00

With prior written approval, the City is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.



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#### ADDENDUM C BUDGET AND JUSTIFICATION October 1, 2022, to September 30, 2027

- A. <u>Personnel:</u> Not Applicable
- B. Fringe Benefits: Not Applicable
- C. <u>Travel:</u> Not Applicable

### D. Equipment (Over \$5,000 per item):

Item	Quantity	Amount	% Charged	Total Cost
(1)	(2)	(3)	(4)	(5)
Covert Pole Camera System	1	\$10,973.00	100%	\$10,973.00

TOTAL EQUIPMENT COST	\$10,973.00
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### JUSTIFICATION:

Power camera systems on/off from virtually anywhere / toggle power between multiple cameras simultaneously (allows for expansion of the program) / schedule future on/off events / monitor battery levels / GPS logging and display / optimized wireless surveillance platform / switch between daytime, low light and thermal cameras to conserve battery life / record only when desired – respect for privacy laws /protected against theft through alert tracking / fully integrated solution.

### E. <u>Supplies (Items costing less than \$5,000 per unit):</u>

Item(s)	Rate	Cost	
(1)	(2)	(3)	
LE Grade Infrastructure Automated License Plate Reader (ALPRs)	12 units @ \$3,361.00	\$40,332.00	

TOTAL SUPPLIES COST	\$40,332.00
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### JUSTIFICATION:

1st-Year purchase agreement for 12 LE grade infrastructure-free (solar power +LTE) license plate recognition cameras (ALPR) with Vehicle Fingerprint <sup>™</sup> technology and real-time alerts for unlimited users. Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data) o Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate o Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo  $\circ$  Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass  $\circ$  Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power o Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less  $\circ$  Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection o Utilizes motion capture to start and stop recording without the need for a reflective plate  $\circ$  Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.  $\circ$  On device machine processing to limit LTE bandwidth consumption Cloud storage of footage  $\circ$  Lifetime maintenance and support included in subscription price.

### F. Contractual: Not Applicable

Item (1)		Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)	
Automated License Plate Reader (ALPRs) Licensing		12	\$2,748.00 per unit x 4 additional years	100%	\$131,904.00	
Automated License Plate Reader (ALPRs) Advanced Search License		1	\$2,748.00 for unlimited users x 4 years	100%	\$10,992.00	

### TOTAL CONTRACTUAL COST

\$142,896.00

### JUSTIFICATION:

Approval of the licensing and advanced search licensing will allow us to fully fund the ALPR program described in Section E above for a full 5-year term. At that time the equipment will either be approaching or at end-of-life and the City will be positioned to purchase the replacement equipment through the general fund as part of the annual budget process or through a new grant fund opportunity.



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- G. Other: Not Applicable
- H. Total Direct Charges:

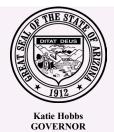
### **TOTAL DIRECT CHARGES -**

- I. <u>Administration:</u> Not Applicable
- J. <u>Total Project Costs:</u>

### TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)

\$194,177.00

\$194,177.00



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### K. BUDGET SUMMARY (should include future years, if applicable):

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
Personnel						
Fringe						
Travel						
Equipment	\$10,973.00					\$10,973.00
Supplies	\$40,332.00					\$40,332.00
Contractual		\$35,718.00	\$35,718.00	\$35,718.00	\$35,718.00	\$142,872.00
Other						
Total Direct Charges	\$51,305.00	\$35,718.00	\$35,718.00	\$35,718.00	\$35,718.00	\$194,177.00
Administration						
Total Project Costs	\$51,305.00	\$35,718.00	\$35,718.00	\$35,718.00	\$35,718.00	\$194,177.00

\*FOR REQUESTED FUTURE YEARS: