

CITY OF OCEANSIDE**PROFESSIONAL SERVICES AGREEMENT****PROJECT: MEASURE X FY2025-26 GRUPO FOLKLORICO TAPATIO DE OCEANSIDE**

THIS AGREEMENT, dated July 1, 2025 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GRUPO FOLKLORICO TAPATIO DE OCEANSIDE, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
 - CONSULTANT will operate free Ballet Folklorico and Mariachi programs for a minimum of eighty-eight (88) youth from July 1, 2025 through June 30, 2026 at the Joe Balderrama Recreation Center and the John Landes Community Center in Oceanside (as described in the proposal attached hereto and incorporated herein as Measure X FY2025-26 Grupo Folklorico Proposal);
 - CONSULTANT will offer afterschool Ballet Folklorico classes three (3) times per week over three (3) eight (8) week sessions where youth will be taught basic steps, skirt work, formations, and group work culminating in an end-of-session recital and one (1) Folklorico competition;
 - CONSULTANT will offer afterschool Mariachi classes three (3) times per week over three (3) eight (8) week sessions where youth will be taught music by qualified music instructors in either guitar, violin, trumpet, harmony and vocal, culminating in an end-of-session performance;
 - CONSULTANT will provide practice and performance costume rentals as well as practice instruments for the Mariachi class;
 - CONSULTANT will secure the theater rental for performances and will partner with Oceanside organizations to create opportunities for youth to perform at community events;
 - CONSULTANT will work with City staff to reserve the necessary space in recreation/community centers for classes;
 - CONSULTANT will submit monthly invoices for authorized grant expenses to the Grant Coordinator with supporting documentation for any expenses claimed by the 15th of the following month;

MEASURE X FY2025-26 GRUPO FOLKLORICO TAPATIO DE OCEANSIDE

- CONSULTANT will submit a Quarterly Non-Profit Org Financial Reporting Form to City's Finance staff by the 15th of the following month;
- CONSULTANT will complete all required criminal background checks and/or fingerprinting as required by the City;
- CONSULTANT will submit monthly invoices for authorized grant expenses to the Grant Coordinator with supporting documentation for any expenses claimed by the 15th of the following month;
- CONSULTANT will submit a quarterly report to the Grant Coordinator with information about the participants including: number of youth attending; demographics (age, race/ethnicity, income levels, etc.); projects/activities/field trips; progress made toward goals and outcomes; surveys/testimonials; partner referrals, and any successes or barriers to program implementation, due no later than the 15th of following month;
- CONSULTANT and its participants agree to participate in all Youth Services evaluation requirements and activities;
- CONSULTANT will attend monthly OCSP meetings for verbal report on progress and potential collaboration opportunities with youth programs;
- CONSULTANT is required to carry a Sexual Misconduct policy under their general liability insurance.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

MEASURE X FY2025-26 GRUPO FOLKLORICO TAPATIO DE OCEANSIDE

4. LIABILITY INSURANCE.

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

CONSULTANT is required to carry Sexual Misconduct coverage on their general liability insurance when working with youth under the age of eighteen (18)

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance

MEASURE X FY2025-26 GRUPO FOLKLORICO TAPATIO DE OCEANSIDE

coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 5. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT's work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs,

MEASURE X FY2025-26 GRUPO FOLKLORICO TAPATIO DE OCEANSIDE

expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

6. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of Sixty-Thousand Dollars (\$60,000) (as described in the program budget attached hereto and incorporated herein as Measure X FY2025-26 Grupo Folklorico Proposal). CONSULTANT agrees to submit all invoices for payment no later than the fifteenth (15th) of the following month. CONSULTANT will submit a Quarterly Non-Profit Org Financial Reporting Form to City's Finance staff by the 15th of the following month. Failure to comply with these reporting requirements may result in delay payment until requirements are met.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

7. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY by June 30, 2026. All final reports shall be submitted no later than thirty (30) days after end of term or July 30, 2026.
8. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
9. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

MEASURE X FY2025-26 GRUPO FOLKLORICO TAPATIO DE OCEANSIDE

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

10. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
11. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

GRUPO FOLKLORICO TAPATIO
DE OCEANSIDE

CITY OF OCEANSIDE

By:


Luis Ocegueda, Director

By:

Jonathan Borrego/City Manager

By:

Name/Title

APPROVED AS TO FORM:



City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

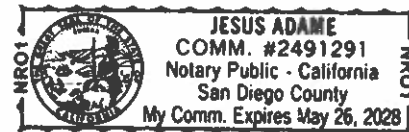
County of San Diego

S.S.

On July 02, 2025 before me, Jesús Adame, Notary Public,
personally appeared Lois Guillermo Ocegvera

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]
Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Measure X FY 2025-26
Grupo FdKlenco Tapatio de Oceanside,
containing 6 pages, and dated July 1, 2025.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____
☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☒ Other: Director

representing: _____

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

GRUPO FOLKLORICO TAPATIO OF OCEANSIDE: Scope of Work

TAPATIO is a dance group that specializes in the truest form of traditional dances from different regions of Mexico. Grupo Folklorico Tapatio was established in 2004 by Director Luis Ocegüera and was based in the City of Oceanside. The dance group promotes the history & traditions of various dances & danzas with quality & authenticity true to its heritage. The dances performed by Grupo Tapatio are based on studies conducted through travel and interaction with master teachers in order to portray its true traditional essence.

Grupo Tapatio has performed throughout various areas of Southern California and experienced their first international dance tour in Nayarit, Mexico in 2015. The group has proudly taken part in a wide array of venues, both large and small; from media, theater, to charitable and community events. We take great pride in helping raise awareness through charity and community programs/events.

Luis Ocegüera is experienced at teaching both children and adults of all ages and learning levels ranging from beginner, intermediate, and advanced. He prepares and teaches high school students at a higher level than most, preparing them for what is considered "University leveled Folklorico". This advanced level is equivalent to a Varsity league in sports, which also opens entry for college-leveled extracurricular activities and Ballet Folklorico Scholarships.

Luis has also experienced and proudly accepts working with children that have special needs. He believes that all children, regardless of their learning disabilities, have the right to experience, learn, and love the art of music and dance. His goal is not just to teach dance, but to teach his students to love the art of dance.

Credentials and background:

Along with directing his own group and his ongoing education in Traditional Folklorico, he teaches every year at two of the most renowned folklorico conferences, Danzantes Unidos Folklorico Festival and Asociación Nacional de Grupos Folklóricos (ANGF), conference. Luis has also taught at community centers, public schools and Folklorico workshops, preserving the Mexican culture and enriching lives through dance, music, and education. He offers his students a well-rounded curriculum, teaching the artistry of folklorico originating from the Northern, Central and Southern regions of México. Luis's past work experiences include:

- Crown Heights Community Resource Center, Oceanside
- Joe Balderama Recreation Center, Oceanside
- San Marcos Community Center, San Marcos
- Rancho Buena Vista High School
- Non profit Kids College after school program
- Folklorico Competition Judge
- San Marcos High School
- Organizer for Fiesta de Reyes Folklorico Competitions
- Asociación Nacional de Grupos Folklóricos (ANGF), conference
- Danzantes Unidos Festival
- Official coordinator for the City of Oceanside's annual Noche Mexicana, and currently is assisting Mayor Esther Sanchez in promoting and bringing Folklorico to the City of Oceanside.

Luis continues his ongoing education by traveling every year to different regions of Mexico, attending exclusive certified courses open to Folklorico instructors in Mexico. These classes are taught by master professors who have investigated each individual dance thoroughly, tracing it back to its original state; offering education in its history, culture and indigenous traditions. His certificates include:

- 2006 Universidad de Nuevo México ANGF
- 2007 Colima, Instituto de Investigación y Difusión de la Danza Mexicana
- 2008 Durango, Instituto de Investigación y Difusión de la Danza Mexicana
- 2009 Puebla, Instituto de Investigación y Difusión de la Danza Mexicana
- 2010 Coahuila, Instituto de Investigación y Difusión de la Danza Mexicana
- 2011 Estado de México, Instituto de Investigación y Difusión de la Danza Mexicana
- 2012 San Luis Potosí, Instituto de Investigación y Difusión de la Danza Mexicana
- 2013 Guanajuato, Instituto de Investigación y Difusión de la Danza Mexicana
- 2014 Oaxaca, Instituto de Investigación y Difusión de la Danza Mexicana
- 2014 Nayarit, Colegio Mexicano Danza Música Tradicional Asociación Civil
- 2015 Hidalgo, Instituto de Investigación y Difusión de la Danza Mexicana
- 2016 Chihuahua, Instituto de Investigación y Difusión de la Danza Mexicana
- 2017 Nuevo Leon, Instituto de Investigación y Difusión de la Danza Mexicana
- 2018 Guerrero, Instituto de Investigación y Difusión de la Danza Mexicana
- 2019 Chiapas, Instituto de Investigación y Difusión de la Danza Mexicana
- 2020 Tlaxcala, Instituto de Investigación y Difusión de la Danza Mexicana
- 2022 Tamaulipas, Congreso Nacional de Maestros de Actividades Recreativas de Misiones Culturales.
- 2023 Zacatecas, Instituto de Investigación y Difusión de la Danza Mexicana

References:

Barry Zeait

Former Principal of SMHS and SMHS Ballet Folklorico Advisor / Current Principal at San Eljio Middle School

San Marcos Unified School District

1952 Sycamore Dr.

San Marcos, California, 92069, United States

(760) 290-2235

Reynaldo Cuesta

CSUB club/organization advisor for Student Activities

California State University, Bakersfield

9001 Stockdale Highway

Bakersfield, CA 93311-1099

(661) 331-2185

rcuesta@csub.edu

Victor Torres, Ph.D.

Professor in the Department of Chicano and Latin American Studies at California State University, Fresno

5340 North Campus Drive M/S SS97

Fresno, CA 93710

(559) 970-6105

Benefits of Folklorico class in schools and what I seek to provide:

There are many benefits of dance class in our schools. As a Folklorico dance instructor, he offers a structured outlet for emotional release, while gaining awareness and appreciation of oneself and others. Dance classes for school-age children have proven to help develop work and learning skills that will help set up for success for their entire life. Through his class, he provides valuable life skills through dance, such as responsibility, persistence, communication skills, and accountability.

“Some” of the many Benefits of Dance Classes for Kids are:

- Staying physically healthy, dancing is a fun way for kids to get the exercise they need.
- Exercising the body and brain is beneficial to physical and mental health.
- Teamwork; learning to work and communicate with others. Teamwork inspires friendships.
- Using dance and their bodies as a vehicle for self-expression.
- Enhance confidence.
- Improves sleep quality.
- Keep kids away from gangs and other negative influences.

Through Mexican folklorico dance, the mission is to allow students to learn personal responsibility, group dynamics and leadership skills; grow and develop critical-thinking abilities and creative expression as well as physical and mental stamina; and share in cultural understanding and appreciation for the richness of the art form.

Services/materials, product descriptions, etc.

- Biweekly Folklorico classes / 2:00 hour duration, open to all interested students as an after-school program/club.
- The program will run for a total of three sessions consisting of eight weeks.
- These sessions will be taught by instructor Luis Ocegüera and will have a max capacity of 30 students per eight week session.
- Days of class are to be determined. Students will be taught basic steps, skirt work, formations and working together as a group.
- Students will have the opportunity to experience and compete in a Folklorico Competition.
- At the end of their school year (3rd session) students will present an end of session-performance for families and peers on school site.

Materials needed:

- 1) Portable speaker / sound system
- 2) Practice skirts (1 per female student)
- 3) Folklorico dance shoes (1 per student)
- 4) Costumes 1 per student to perform at the end of their session recital.
- 5) Costumes 1 per student to compete in a Folklorico Competition.

MARIACHI INSTRUCTION

Description, and purpose:

The Mariachi program will be implemented through a partnership between Mariachi and Folklorico.

The Mariachi curriculum provides the opportunity for students to learn both the traditions behind the music, and culture. Director L. Ocegüera's initiative is about preserving culture, tradition and showcasing opportunities for the OUSD students to honor their roots while learning music and life skills.

Mariachi is increasingly viewed as a promising strategy for enhancing educational potential, giving our students confidence and self-esteem that lead to achievement and leadership. Dance and music combined, become the catalyst through which students learn individual and collaborative skills, and recognize themselves as members of a community and global society.

Services materials, product descriptions, etc.

- Triweekly Mariachi classes / 2:00 hour duration, open to all interested students as an after-school program/club.
- Max capacity of 52 students per mariachi group.
- The program will run for a total of three sessions consisting of eight weeks.
- These sessions will be taught by four qualified music instructors consisting of (violin, trumpet, harmony, and vocal).
- Days of class are to be determined.
- At the end of their school year (3rd session) students will present an end of session-performance uniting with the Folklorico program, playing live music as they dance. This will be a showcase for families and peers and will be held on school site.

Fee Proposal Estimate:

COST ANALYSIS/FUNDING FOR MARIACHI PROGRAM:

Instructor Fee: \$50 per hour / per instructor (1 instructor required, 2 preferred)

Instruments (one time fees):

Guitar	\$350.00	x 15 =	\$5,250	Total Cost: \$24,620
Violin	\$400.00	x 20 =	\$8,000	
Guitarron	\$1,000.00	x 6 =	\$6,000	
Vihuela	\$495.00	x 6 =	\$2,970	
Trumpet	\$400.00	x 6 =	\$2,400	

Uniforms: \$700.00 x 52 = \$36,400

TOTAL ESTIMATE FOR 52 STUDENTS: \$71,816.00 (amount will vary depending on number of students)

Fee Proposal Estimate:

COST ANALYSIS/FUNDING FOR FOLKLORICO PROGRAM:

Cost includes: practice and performance costume rentals for each students, insurance, end of school year recital, and instructor fees with an estimate of 30 students per session.

Instructor Fee: \$60-\$80 per hour (negotiable)

Student Fee: \$150.00 per student which includes

- Folklorico Shoe Rental: \$15
- Folklorico Practice Skirt Rental: \$15
- Recital Costume Rental: \$60.00
- Competition Costume Rental: \$60.00

Wood Floor (one time fee): \$12,231.00

Mirrors (one time fee): \$5,765.00

•Theater Rental: \$11,950.00 x 2 shows per year

•Practice Facility Rental: \$3,696.00-\$4,000.00

Insurance: \$1,060.00

TOTAL ESTIMATE FOR 30 STUDENTS: \$38,832.00 *(amount will vary depending on number of students)*

*Theater and practice facility will also be used by program below and costs are included in Total Estimate

Grupo Folklorico Tapatio of Oceanside Budget FY23-24

Attachment B

Personnel	Description	Amount
Instructor	\$60/hr x 20 hrs/wk x 24 weeks	\$ 28,000.00
Total Personnel		\$ 28,000.00

Materials and Supplies	Description	Amount
Shoe Rental	Folklorico Shoe Rental \$15x30 students	\$ 450.00
Practice Skirt Rental	Folklorico Practice Skirt Rental \$15x30 students	\$ 450.00
Recital Costume Rental	Recital Costume Rental \$60x30 students	\$ 1,800.00
Competition Costume Rental	Competition Costume Rental \$60x30 students	\$ 1,800.00
Musical Instruments	One-time fees	\$ 12,500.00
Uniforms	\$700 x 30 students	\$ 21,000.00
Equipment	Chairs, music stands, music, etc.	\$ 2,044.00
Total Materials and Supplies		\$ 39,044.00

Facilities	Description	Amount
Facility Preparation	One time purchase	\$ 17,996.00
Theater Rental	\$1950 x 2 Shows per year	\$ 12,900.00
Total Facilities		\$ 30,896.00

Insurance	Description	Amount
Insurance	Required Insurance	\$ 1,060.00
Total Insurance		\$ 1,060.00

Total Program Cost **\$ 100,000.00**