

EEF# EE120089

GR# _____

**DEP GRANT AGREEMENT
ENVIRONMENTAL EDUCATION GRANTS PROGRAM**

This Grant Agreement is entered into, by and between **Erie City School District, 148 West 21st Street, Erie, PA 16502-2834**, a Public School District ("Grantee"), and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of External Affairs, Environmental Education Grants Program, P.O. Box 2063, Harrisburg, PA 17105-2063 ("Department" or "DEP").

WITNESSETH:

WHEREAS, Grantee has submitted a grant application for the **Erie School District Energy Project** ("Project") and DEP has approved the application and assigned an identifying number, **EEF# EE120089**; and

WHEREAS, DEP is authorized to enter into this grant pursuant to Section 5 of the Environmental Education Act, 35 P.S. 7521 et seq.

NOW, THEREFORE, the Grantee and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

1. MAXIMUM GRANT DOLLAR AMOUNT – DEP grants to Grantee the amount not to exceed **\$3,745**.
2. GRANT TERM – This Grant Agreement shall not be a legally binding agreement until this Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Agreement is fully executed by the Commonwealth, and shall terminate three (3) years from the later to occur of (a) the Project completion date (as defined below) or (b) the date of final payment.
3. PERIOD OF PERFORMANCE – Upon full execution of this Agreement, Project work (a) may, at the discretion of the Department, be reimbursed from **July 1, 2012**, through the date of full execution and (b) shall be paid for from the date of full execution through **June 30, 2013** (the "Project completion date"). All Project work under this Agreement shall be completed no later than the Project completion date.
4. STANDARD COMMONWEALTH ATTACHMENTS – Grantee shall comply with the terms and conditions applicable to "Contractor" in the following standard Commonwealth attachments, each attached hereto and made a part hereof:
 - Attachment A – Provisions for Commonwealth Contracts
 - Attachment B – Nondiscrimination/Sexual Harassment Clause
5. DEP GENERAL CONDITIONS – Grantee shall perform Project work in accordance with the following general conditions attached hereto and made a part hereof. For the purposes of this attachment, "Grantee" and "Contractor" are synonymous:
 - Attachment C – DEP General Conditions

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6. SCOPE OF WORK AND BUDGET – Grantee shall perform Project work in accordance with the Project Scope of Work set forth in Grantee’s 2012 Environmental Education Grant application incorporated herein by reference as if attached hereto. Grantee shall incur expenses under this agreement and DEP shall pay Grantee for Project work in accordance with the Budget included in Attachment D and in accordance with the Special Conditions described in Paragraph 7 below. Attachment D is attached hereto and made a part hereof:

Attachment D – Project Scope of Work and Budget

7. SPECIAL CONDITIONS - Grantee shall perform Project work in accordance with Attachment D and the following grant program-specific special conditions:

Amount: The GRANTEE will be reimbursed by DEP for expenses up to **\$3,745** according to the provisions set forth in the **2012 Environmental Education Grants Program Manual (MANUAL)**, incorporated herein by reference as if specifically attached hereto. These provisions are partially summarized below:

a. With respect to Paragraph 3.B. of Attachment C, “DEP General Conditions” regarding reallocation of contract budget categories, while a detailed project budget is not incorporated into this Agreement, GRANTEE shall advise and receive approval from the Environmental Education Grants Program Office of any deviation from the Detailed Budget Sheet that is part of the project file prior to purchasing the item(s) or performing the work.

b. The GRANTEE agrees to keep all grant records in one central place, so that these records are available for inspection and audit at anytime, for up to three years beyond the project completion date.

c. The GRANTEE agrees to submit progress reports and reimbursement requests by December 15, 2012 during the grant Period of Performance, as described in the MANUAL and a final report and reimbursement request at the completion of the grant by July 15, 2013, according to the schedule set forth in the MANUAL. Reimbursement for mileage is limited to applicable state rates. **The final report and reimbursement request must be submitted no later than 15 days after the Project completion date. Failure to do so may result in the loss of funds available to reimburse GRANTEE.**

d. The GRANTEE, with or without the assistance of collaborating organizations indicated in the Grant Application, agrees to provide a minimum of 20% match of the grant amount used by the project completion date. This match may be reached by using cash, other non-state grant money or by accounting for in-kind services. The following organizations are exempt from matching funds: County Conservation Districts, state agencies and colleges or universities that are state-related or state-owned under the State System of Higher Education. The aforementioned is specified in the MANUAL.

e. The Grantee agrees to acknowledge the assistance of the DEP in any publications or products that are produced as a result of the PROJECT and to submit up to 2 copies of such materials to the DEP at the conclusion of the PROJECT.

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IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

John J. Smith
TITLE: BOARD SECRETARY

Erie City School District:

James R. ...
TITLE: BOARD PRESIDENT
VENDOR # 159055

WITNESS:

Paula

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Alisa Harris
Alisa Harris
Acting Special Deputy Secretary for External Affairs

APPROVED AS TO LEGALITY AND FORM:

Samuel J. ...
Chief/Assistant Counsel
Department of Environmental Protection

NIR
Office of General Counsel

PRE-APPROVED
Office of Attorney General

I hereby approve this agreement and certify that funds in the amount of \$3,745 are available under

³⁵ 2009712000-3590 ³⁵ 0000-350 ³⁵ 01305-6600400

Robert T. Crouse 10/10/12
Comptroller

GR# 4100061743