



PRIDE – Personal Responsibility in a Desirable Environment

The Center for Rural Development
2292 South Highway 27
Somerset, Kentucky 42501
Telephone: (606) 677-6150
Toll Free: 888-577-4339
Facsimile: (606) 677-6055

October 1, 2017

Mr. Phillip Watts
Breathitt County Board of Education
PO Box 750
Jackson, KY 41339

Dear Mr. Watts:

On behalf of the PRIDE Board of Directors, I am pleased to award **\$2750** for your PRIDE environmental education efforts at the following school(s) in your district: Breathitt High School: \$2750. A copy of your approved grant budget is attached. Approval of your grant award is contingent upon you agreeing to the contractual terms set forth in this Letter of Agreement. For purposes of this Agreement, You, Your, or Grant Recipient(s) refer to obligations that your organization must comply with in order to receive the award.

1. Your award may come with stipulations. You will also find those listed on the “Approved Budget” attached. Please review those stipulations and, if you approve, please sign and return the “Approved Budget” page along with this signed Award letter.
2. Your award amount is based on the approved grant “Budget” for each school and is attached to this Letter of Agreement. Funds provided to You pursuant to this Letter of Agreement are to be used solely for the line items set forth in Your Budget.
3. Your assigned Grant Number is **EEG-17-003**. This number **must** be included on all correspondence regarding this grant.
4. The grant period is October 1, 2017 to May 31, 2018 (“Grant Period”). All costs incurred prior to the grant award date (October 1, 2017) and after the last day to spend funds (April 30, 2018) will be disallowed.
5. PRIDE funds awarded under this grant cannot be used to generate income during the Grant Period.
6. Funds are provided to You on a reimbursable basis only. Requests for Reimbursement must conform to the line item Budget approved by PRIDE and attached to this Letter of Agreement. The attached Request for Reimbursement form, along with detailed invoices or

sales slips and supporting documentation for Your required in-kind match, must be submitted on or before May 31, 2018, to PRIDE at 2292 South Highway 27, Somerset, KY 42501, in order to receive reimbursement for the budgeted items.

7. Prior to submitting a Request for Reimbursement, all public schools are required to submit a copy of their MUNIS Project Budget Report that shows the contract has been set up in MUNIS.
8. At a minimum, You must match 20% of the PRIDE grant award. When calculating labor reported as in-kind match, a rate of \$20.00 per hour is used for volunteer hours. Actual hourly rates of pay may also be used if supported in writing with an Authorized Signature (See Section 11 below). Hourly rates cannot include an amount equal to the cost of fringe benefits.
9. **PRIDE cannot reimburse for teachers, substitute-teachers or other school employee's salaries; however, their salaries (excluding any amount for fringe benefits) may be used as an in-kind match.**
10. All paperwork submitted to PRIDE in connection with this grant award must be signed with an **authorized signature** or an alternate authorized signature ("Authorized Signature"). An Authorized Signature may be the school principal, superintendent, or director of a non-profit organization. Each authorized signor may designate one additional alternative authorized signor. Both individual's names and signatures are needed on the ACH Transfer Information Form.
11. The following forms must be signed and returned to the PRIDE Office **prior to submitting a Request for Reimbursement:**
 - ACH Transfer form
 - Letter of Agreement Signature Page
 - CD-512 (Lobbying Form)
 - Conflict of Interest Statement
 - Statement of Policies
12. You are required to submit a Progress Report #1 on December 31, 2017, and Progress Report #2 on March 30, 2018. The PRIDE Education Grant Progress Report Form is attached. **Reimbursements will not be made if Progress Reports are delinquent.** Grant Recipients with delinquent Progress Reports for more than 30 days are automatically reassigned to Risk Assessment C.
13. You agree to comply with Executive Order 11246, as amended by Executive Order 11375, which states Grant Recipients may not discriminate on the basis of race, sex, religion, color or national origin. Grant Recipients must take affirmative action to ensure that equal opportunity is provided in all aspects of employment.
14. You agree to maintain records for a minimum of three years after project completion, as specified in OMB Circular A-102, Section .42, "Retention and Access for Records" and

2CFR Part 215, Section .53, "Retention and Access Requirements for Records". PRIDE shall have access to the records at all times. **All documentation pertaining to this grant must be kept in a project file and be available during any site visits.**

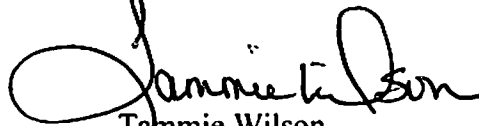
15. These funds are intended for the sole purpose of providing environmental education. You may maintain residual inventory or excess supplies for use on non-Federal sponsored activities or sell them, but shall in either case, compensate PRIDE for its share. The amount of compensation shall be calculated by applying the percentage of PRIDE participation in the cost of the original project to the current market value.
16. The terms and conditions of this grant award may only be amended upon PRIDE's written approval.
17. Your Risk Assessment is A. Depending on Your assigned Risk Assessment, You may also be required to comply with the conditions set forth in Section 7 of the PRIDE Education Grant Compliance Manual, which Manual is incorporated into this Letter of Agreement as if fully stated herein. Please note that all Grant Recipients evaluated to be Risk Assessment C are required to submit copies of all cancelled checks along with their reimbursement requests.
18. A Final Report is due within 30 days of completion of the project or May 31, 2018, whichever is sooner. Field inspections of approved projects may take place periodically. A copy of the PRIDE Environmental Education Final Report is attached.
19. **If for any reason You are unable to carry out grant activities, PRIDE will not transfer grant funds to another organization. All awarded, but unused, grant funds revert back to PRIDE.**
20. Grant Recipient covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence or happenings of any accidents, injuries, damages or hurts to any person or property during the progress of the work herein covered, and to be responsible for and to indemnify and hold harmless PRIDE from the payment of all sums of money by reason of all or any accidents, injuries, damages or hurt, that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any local, city, or county ordinance or regulation or by the law of the Commonwealth of Kentucky or United States while the work is in progress.
21. This grant award is governed by OMB Circular 2CFR Part 215. You agree that these provisions are controlling with respect to this grant.
22. Since it is of the utmost importance that PRIDE becomes synonymous with responsible environmental projects, You agree that all printed materials regarding this project must include the PRIDE logo or recognize that funding for such print was made possible through PRIDE. All printed materials must first be approved by PRIDE.

This Letter of Agreement is a binding document. Failure to comply with the covenants and stipulations listed in this Letter of Agreement and the Compliance Manual, which is incorporated in its entirety herein, may result in immediate forfeiture of all funds awarded under this grant. PRIDE may terminate the grant award at any time in its sole discretion if You do not comply with the terms of this Letter of Agreement. In addition, PRIDE reserves its right to pursue all legal and equitable remedies available to it under Kentucky law to enforce its rights under this Letter of Agreement.

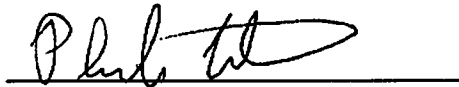
This program is funded in part by a grant from the Appalachian Regional Commission. The Catalog of Federal Domestic Assistance (CFDA) Number is 23.002 Appalachian Area Development.

Congratulations on an outstanding effort regarding PRIDE activities. We look forward to continuing to work together to make Kentucky a better place for us all.

Sincerely,



Tammie Wilson
President/CEO



*Signature of Superintendent or
Non-Profit Director*

My signature certifies that I agree to comply with the stipulations and requirements set forth in this Letter of Agreement and any attached documents, including the approved Budget. (Please sign and return a copy of Page 4 of this Letter of Agreement to the PRIDE Office.)

Grant number: EEG-17-003

cc: *Ms. Carolyn McDaniel*
Ms. Sherrie Stewart
Ms. Darnell McIntosh

2017-18 Approved Budget for Education Grant: EEG-17-003
Breathitt County High School
October 1, 2017

Description of Budget Line Items:	Budget Amount
Run water to High tunnel - \$854 (includes water hookup (\$400) and Drip irrigation system	\$854.00
Work Tables/Benches -	\$1,000.00
Soil Testing Kits	\$170.00
Greenhouse Equipment and Supplies	\$726.00
(includes irrigation supplies (\$260)	
Digital scales (\$316)	
Garden cart (\$150)	
Total Budget	\$2,750.00

Stipulations:

By signing below, I agree to follow the approved budget listed and including any stipulations.



ACH TRANSFER INFORMATION FORM

In order to expedite the funding procedure the following information must be completed.

RECIPIENT INFORMATION

Recipient Name: _____

Grant Number: _____

Address: _____

Authorized to Submit
Reimbursement Request

Type or Print Name: _____

Signature: _____

Phone: _____

Alternate Authorized to Submit
Reimbursement Request

Type or Print Name: _____

Signature: _____

Phone: _____

BANK INFORMATION

NAME OF BANK: _____

ADDRESS: _____

PHONE NUMBER: _____

BANK CONTACT PERSON: _____

ACCOUNT NUMBER: _____

BANK ABA NUMBER: _____

NAME OF BANK ACCOUNT: _____

SPECIAL INSTRUCTIONS (To be completed by Authorized Bank Employee)

I attest that all the above ACH Transfer information is correct.

Signature of Bank Representative

Title

Date

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EASTERN KENTUCKY PRIDE, INC.

**PROCUREMENT CODE OF CONDUCT
CONFLICT OF INTEREST CERTIFICATE**

I, _____ am involved in procurement transactions on behalf of Eastern Kentucky PRIDE, Inc. I have reviewed and understand the written standards of conduct governing the performance of employees engaged in the award and administration of Contracts.

I hereby certify that to the best of my knowledge, I do not have a conflict of interest and that my particular circumstances are not likely to raise the appearance of a conflict of interest with the selection, award and administration of a Contract supported by Federal funds. If I discover that I might have a conflict of interest or appearance of conflict of interest with any procurement transaction, I will inform the appropriate Eastern Kentucky PRIDE official immediately. I understand that such a conflict would arise if I, any member of my immediate family, partner, or an organization that employs or is about to employ any such parties that has a financial or other interest in the firm selected for award.

I understand that I shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, or parties to subagreements. I further understand that the standards of conduct adopted by Eastern Kentucky PRIDE, Inc., provide for disciplinary action for violations of the standards of conduct.

Authorized Contract Recipient (Please Print)

Signature

Date

Grant Number

STATEMENT OF POLICIES

NAME OF ORGANIZATION: _____

Grant # _____

Please state your policy for the listed items.

- Travel: We currently reimburse elected officials and/or employees at the rate of \$_____.
\$0.xx per mile
- Personnel: All personnel are hired by the _____
Superintendent/judge/mayor/director
- All positions are announced stating the title and pay ranges for each position. All announcements of a position state "An equal Opportunity Employer M/F/D"
- Financial: The financial records are managed by _____,
Please state name
Financial Officer, and are kept in the office of the _____
_____ located at _____.
Superintendent/county judge/mayor/director Please give address
- Property: _____ is responsible for all equipment and property
Please state name
in our possession and an inventory is conducted at least annually.
- Procurement: We request bids for any item over \$ _____.
Please insert dollar amount

Signature _____

Date _____

Title _____