

**CONTRACT
BETWEEN
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND
KANSAS ASSOCIATION FOR CONSERVATION AND ENVIRONMENTAL EDUCATION
(KACEE)**

Contract Description: Delivery of Project Learning Tree (PLT), PLT Secondary Modules Risk and Municipal Solid Waste (PLT/PLT SM/R/MSW)

Contract Term: July 1, 2001 to June 30, 2002

Contract Amount: \$20,000.00

This agreement between the Kansas Department of Health and Environment, hereinafter referred to as KDHE and the Kansas Association for Conservation and Environmental Education, hereinafter referred to as KACEE, in effect for the period of July 1, 2001 to June 30, 2002. In consideration of the mutual promises contained in this agreement, the parties agree that:

- I. KDHE agrees to:
 - a. Advance \$10,000, 50 percent of the project costs upon execution of the contract. Affidavits of expenditure must be received to account for the advance payment. Reimbursement of the remainder of the project costs will be made upon receipt of affidavits of expenditure. The affidavits of expenditure will document overhead costs for the program administration and for the coordination and delivery of PLT and PLT Secondary Modules Risk and Municipal Solid Waste (PLT/PLT SM/R/MSW).
 - b. Reimburse KACEE for the documented expenses related to the completion of the program not to exceed \$20,000. No more than 15 percent of the total project amount shall be allocated to KACEE for overhead costs for program administration.
 - c. Serve as the state sponsor for the PLT SM/R/MSW program in Kansas and co-sponsor of PLT in Kansas.
 - d. Promote PLT and PLT SM/R/MSW program in Kansas through newsletters, displays and other appropriate means.
 - e. Provide for three (3) KDHE staff members to attend training in PLT and PLT SM/R/MSW and the Investigating Your Environment (IYE) Workshops sponsored by KACEE.
 6. Provide trained staff to assist as facilitators or resources persons at KDHE's option, for

workshop were PLT SM/R/MSW are offered or in other community-based educational efforts were those PLT materials are used.

II. KACEE agrees to:

1. Account for and provide documentation for time spent by KACEE staff to expend the allocated funds. Affidavits of expenditure will be provided to KDHE for all overhead/program administration costs as well as direct costs for the coordination and delivery of the PLT and PLT SM/R/MSW programs. Affidavits of expenditure will be submitted and sent to: Ron Hammerschmidt with courtesy copies to Bill Bider, John Mitchell and Kent Foerster.
2. Continue as a co-sponsor for PLT in Kansas including the PLT SM/R/MSW.
3. Provide a coordinator to promote, coordinate and deliver workshops for PLT and PLT SM/R/MSW and to maintain all necessary records and accounts for operating the programs in Kansas.
4. Provide a minimum of 15 PLT workshops and 15 workshops where PLT SM/R/MSW are offered to train a minimum of 2000 teachers, parent educators , natural resource/environmental professionals and youth group leaders.
5. Explore with KDHE staff the potential and opportunities for using the PLT SM/R/MSW materials in community based educational efforts outside the formal educational process.
6. Provide KDHE with a listing of all workshops and accomplishments of the PLT and PLT SM/R/MSW programs during the period covered by this agreement.
7. Maintain all necessary liaison with the National Project Learning Tree Program and other appropriate national environmental education entities such as the North American Association for Environmental Education (NAAEE).
8. Assure that KDHE is give proper recognition for its state sponsorship role in any publications, reports, publicity or presentations related to the PLT and PLT SM/R/MSW programs.
9. Serve as a co-sponsor for the KDHE-BWM's Recycling and Composting Works! Conference.

Both parties mutually agree that:

- a. The provisions found in Contractual Provisions Attachment (form DA-146a), wish is attached hereto as Attachment A and executed by the parties of the agreement, are hereby incorporated in this contract and made a part hereof.

2. Payment may be denied if required affidavits of expenditure are not provided as required by KDHE.
3. This agreement may be cancelled by either party upon 30 days written notice to the other party.
4. This agreement constitutes the whole agreement between the parties and is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed upon by both parties.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and bind the party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated.

Laura Downey, Executive Director
Kansas Association for Conservation and
Environmental Education (KACEE)

Date

Ron Hammerschmidt, Director, Division of Environment
Kansas Department of Health and Environment (KDHE)

Date

Clyde D. Graeber, Secretary
Kansas Department of Health and Environment (KDHE)

Date