

**Report to EPTA Board; from EPTA C2P2 Grant Application Working Group
(Prepared as of April 7, 2020)
Seeking Grant for January 1, 2021 through June 30, 2023**

Group: Barney Scholl, Roy Weil, Kim Harris, Courtney Mahronich Vita,
Leah Carter, Bob Jennings, Marilyn Black

Background:

At the January 2020 EPTA Board meeting, a motion passed to authorize the preparation of an application from EPTA to DCNR's Community Conservation Partnership Program (C2P2) in the Partnership Category in time for submittal prior to the April 22, 2020 deadline for such applications. The concept paper which was presented to attendees at the Board meeting described the concept of EPTA for this grant to indicate the Oil Region Alliance (ORA) as the Fiscal Agent and Project Manager on a subcontracted basis. ORA's Board at their January 2020 meeting passed a parallel motion to help draft the collaborative grant application. Volunteers stepped forward to work on refining the scope of work, language for the co-operative agreement, draft a budget showing expenses and revenues, and collect the other information and documents necessary to submit a complete grant application.

With the full working group pitching in and promptly editing the various drafts, excellent progress has been made. Marilyn met with the DCNR grant officer, and Erin's suggestions for small tweaks were included in subsequent drafts, as have minor language edits from ORA's Solicitor. We have reached consensus on the drafts #4 of the Co-Operative Agreement, SCOPE OF WORK, Appendix B, and grant application budget which are being provided to the full Board electronically prior to the April 15 Board meeting.

Here is the Condensed Scope of Work in Application as drafted – Listed in descending % of grant funding requested:

(A)Trail Development ---- Consulting Services to Expedite Resolution of Priority Gaps in EPT; Installation of existing EPT Logo Signs along EPT corridor; Collection of Trail Use Data (using existing trail counters); Consulting Services to Compile, Analyze Trail Use Data and Economic Impact as Baseline Study;

(B)Capacity Building ---- Print Annual EPTA Reports (2021 and 2022); Update and print EPT network brochure(s); Active Grantsmanship for systemwide

projects; Membership Recruitment and Recordkeeping; Communications Support for EPTA; Website – Development, update, maintain; Electronic EPTA Newsletter Quarterly; Public Information Services (news releases, social media, interviews); Dues in PANO for EPTA and its members [PANO = Pa. Association of Nonprofit Organizations];

(C) Training ---- EPTA Summit in 2022; Coordinate 3 workshops on specific topics (ex. Trail Maintenance, etc.); PANO conduct 2 workshops for EPTA and its members; and

(D) Administrative Support ---- EPTA retain for insurance, permits, etc.; ORA use for Fiscal Agent Responsibilities, Grant Management Services, Project Management Services.

So, you're probably wondering what the combined cost of this extensive scope of work calculates to be. It turns out to be on the slightly lower than average size for approved C2P2 Partnership grants! Expenses [see draft #4 of the budget] come to \$214,492, of which seeking \$101,596 as DCNR grant and gathering \$112,896 as mostly cash match with some donated goods/services as well.

What are the proposed match sources? There are quite a few, as you'll see on the detailed budget soon. DCNR requires that an applicant have at least one-quarter of its match fully pledged and documented in the application package. ORA has furnished its letter of commitment for \$20,000 federal dollars. Friends of the Riverfront is providing a letter of commitment; the anticipated level is \$10,000 to be utilized within Allegheny County.

EPTA is asked to pledge \$10,750 (using funds on account and part of the dues revenues from 2021-2022). This EPTA cash will be used toward the 2022 EPTA Summit, three special-topic workshops, printing the 2021 and 2022 EPTA Annual Reports, and printing updates of the EPTA brochures throughout the grant period. There is anticipated revenue of \$3,500 of program income (registration fees and sponsorships for Summit and workshops).

Therefore, we've already gathered enough to meet and exceed the minimum requirement. Of course, the working group wants to gather additional letters of commitment (meaning \$ amount pledged) and/or letters of support from numerous partners, to make it an even stronger and more strongly documented grant application. Trail groups and municipalities, for instance, are being asked to perform installations of the standard EPT logo signs which are already in storage

and will be released at no cost to EPTA member entities during the grant period; such installation services count toward donated match. Your help is soliciting and gathering letters of commitment and letters of support would sure help!

So far, the Working Group has accomplished these related tasks:

1. Both EPTA and ORA Boards passed motions to draft the application together.
2. EPTA has obtained the various DCNR-required classifications and code numbers, except the Pa. Bureau of Charitable Organizations registration; the BCO application was filed in January 2020 but appears bogged down due to COVID-19. DCNR allows to apply without the BCO number but must have by start of grant.
3. Co-Operative Agreement, SCOPE OF WORK, Appendix B (ORA staff list), and budget drafted and circulated several times; drafts #4 are being provided to the EPTA Board.
4. Draft Sample Letter of Commitment, Sample Letter of Support, one-page summary of application to accompany letter solicitations, and Tracking sheets prepared and circulating among Working Group. We anticipate starting to solicit additional letters on April 13. To offer to help, please contact Marilyn. (By the way, all ORA staff are working from home; for most prompt responses, please contact Marilyn Black at marilynblack@windstream.net, (814) 425-8011 Home Phone, (814) 671-2058 Mobile Phone.)
5. On-Line Application has been partially uploaded; going smoothly; Marilyn continues to write sections and upload.
6. ORA Board on March 31 passed motion authorizing signatures on the Co-Operative Agreement (with its attached SCOPE OF WORK, etc.) after refinement by ORA's Solicitor and EPTA action. Greg Merkel's comments are received and have been included in the documents.
7. See recommended motions below for EPTA Board April 15 meeting action.

Recommended Motions: [Please do as two separate motions.]

Motion to authorize submittal by EPTA no later than April 22, 2020 to DCNR of an application seeking C2P2 Partnership Grant funding in round "26" in the amount of \$101,596 grant, with EPTA gathering match funds and donated goods/services valued of at least \$112,896.

Motion to approve the Co-Operative Agreement between EPTA and the Oil Region Alliance, including the SCOPE OF WORK and Appendix B.

N/EPTA/C2P2 Grant Application/Report to 4-15-2020 EPTA Board from Working Group

CO-OPERATIVE AGREEMENT

Erie to Pittsburgh Trail Alliance (EPTA) And Oil Region Alliance of Business, Industry and Tourism (ORA)

Section 1: Introduction and Purpose

The purpose of this Co-Operative Agreement (CA) is to describe the mutual and collaborative professional interaction and exchange of services/compensation between the two parties of this CA in connection with a grant sought by EPTA from the Pa. Department of Conservation and Natural Resources (DCNR) for Community Conservation Partnership Program (C2P2) funds in the Partnership Category for a period of funding potentially beginning January 1, 2021. EPTA and ORA jointly developed the grant application in good faith.

The terms and conditions of this CA and its various Appendices will take effect as of the beginning date of the actual DCNR Grant Contract which hopefully will be awarded to EPTA (the lead applicant). For initial planning purposes, it is presumed that the period of funding, and thus the term of this CA, will be January 1, 2021 through June 30, 2023 for funding and through December 31, 2023 for grant closeout purposes.

This CA has been approved (conditional on DCNR grant award) by the Boards of Directors of the two parties. The EPTA Board by motion adopted this CA on April 15, 2020. The ORA Board by motion adopted this CA March 31, 2020. Both motions authorized their respective Presidents and Authorized Agents to sign this CA, which is to be included in EPTA's grant application that is due to be submitted to DCNR no later than April 22, 2020.

Section 2: Identification of the Parties to this Co-Operative Agreement

The Erie to Pittsburgh Trail Alliance, Inc. (EPTA) organized in 2008 and incorporated January 5, 2009 as a non-profit charitable corporation registered in Pennsylvania. Their website is www.eriepittsburghtrail.org; basic e-mails come to info@eriepittsburghtrail.org.

EPTA has adopted the following description, vision, and mission statements which are currently in effect: **“Who are we?** An alliance of non-profit organizations, local municipalities, supporters, and advocates affiliated with the Erie to Pittsburgh Trail corridor. **Our Vision:** A system of non-motorized, multi-use trails, and local connectors linking Erie to Pittsburgh through the experience of small towns, rural landscapes, historic sites, and cultural areas, tied to regional trails and beyond. **Our Mission:** The Alliance’s Mission is to advocate for the development of the continuous trail; to assist our local partners by sharing expertise and resources; to promote the trail for its regional significance; and encourage local and broader connections.”

The geographical area of special interest to EPTA is the linear corridor through which the currently open sections, the envisioned future sections, and the related feeder/linking trails of the Erie to Pittsburgh Trail network run in the following counties: Pennsylvania – Erie, Crawford, Venango, Mercer, Clarion, Butler, Armstrong, Westmoreland, and Allegheny; and NY – Chautauqua County.

EPTA’s registered mailing address is 217 Elm Street, Oil City, PA 16301. This is the physical location of the ORA headquarters office; it so happens that the current and previous elected Secretaries for EPTA are employees of ORA and thus the mail deliveries have been directed to this location.

For the purposes of this CA, here are the primary and back-up contacts for EPTA:

Primary: Mr. Chester B. “Barney” Scholl, Jr., President
 P. O. Box 673
 32 Shenango Avenue
 Sharon, PA 16146
 (724) 981-4800 Work Phone
 (724) 981-5376 Fax
 (724) 866-5352 Mobile Phone
scholl@scholl.org

Back-Up: Mrs. Kimberly “Kim” Copley Harris, Secretary
 217 Elm Street
 Oil City, PA 16301-1412
 (814) 677-3152, Ext. 120 Work Phone
 (814) 677-5206 Fax
kharris@oilregion.org

The Oil Region Alliance of Business, Industry and Tourism (ORA) is the result of a 2004 merger of four existing non-profit organizations, the ‘eldest’ of which formed in 1957. Their primary website is www.oilregion.org.

The current mission of ORA reads as follows: “The Mission of the Oil Region Alliance of Business, Industry and Tourism is to manage the assets of the Oil Region National Heritage Area and to increase the prosperity of the Oil Region by enticing people to live, work, learn and play in ‘The Valley That Changed The World’ through the preservation, promotion, development and support of historical, educational, natural, recreational, residential, commercial and industrial destinations.”

The geographical area of special interest to ORA is the territory Congressionally designated in 2004 as the Oil Region National Heritage Area (ORNHA) (encompassing Pennsylvania’s Venango County and the municipalities of City of Titusville, Oil Creek Township, and Hydetown Borough in eastern Crawford County) and adjacent communities linked by transportation, educational networks, cultural traditions, and economic ties in northwestern Pennsylvania. In accordance with the adopted ORNHA Management Action Plan and as elaborated in ORA’s Annual Program of Work, ORA is authorized to participate in and assist with appropriate projects that are outside of the Congressionally designated ORNHA boundaries, depending on funding sources for specific projects.

ORA’s registered mailing address is 217 Elm Street, Oil City, PA 16301. Appendix B is a current list of the ORA employees.

For the purposes of this CA, here are the primary and back-up contacts for ORA:

Primary: Mr. John R. Phillips II, President and CEO
Oil Region Alliance
217 Elm Street
Oil City, PA 16301-1412
(814) 677-3152, Ext. 108 Work Phone
(814) 677-5206 Fax
jphillips@oilregion.org

Back-Up: Mr. K. Daniel “Dan” Twombly, Executive Vice
President
Oil Region Alliance
217 Elm Street
Oil City, PA 16301-1412
(814) 677-3152, Ext. 109 Work Phone
(814) 677-5206 Fax
dtwombly@oilregion.org

All communications between EPTA and ORA are to be channeled to the designated Primary Contacts. In order to keep the Back-Up Contacts informed throughout the period of this CA, it is encouraged that courtesy copies be provided to the respective Back-Up Contacts. Both entities agree to keep each other informed promptly as to any changes in the designation of the contacts or their specific addresses, phones, e-mails, etc.

Section 3: Mutual Interests

WHEREAS, ORA is authorized, in furtherance of its charitable purpose to preserve the area’s historic and cultural resources, and to assist in increasing the outdoor recreational opportunities and related economic opportunities throughout the ORNHA, including the development and promotion of the growing Erie to Pittsburgh Trail network; and

WHEREAS, EPTA’s is authorized, in furtherance of its charitable purpose and its (CA) mission is focused on assisting the multiple trail owning and advocating entities along the current and growing/linking Erie to Pittsburgh Trail network, including the development and promotion thereof; and

WHEREAS, ORA has over the years committed staff and financial resources toward the planning and implementation of the Erie to Pittsburgh Trail network and related amenities such as trailheads, EPT signage, and outdoor interpretive panels among other projects; and

WHEREAS, in furtherance of the foregoing, an application for funding is being submitted by EPTA to the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation to secure Community Conservation Project Program (C2P2) funding for Partnership category funds to EPTA; and

WHEREAS, EPTA in furtherance of its mission has agreed to utilize on a compensated basis (with DCNR Grant Contract funds and matching funds from several fiscal partners) the fiscal agent services and project management services which ORA is equipped to and willing to provide for these purposes; and

WHEREAS, both organizations wish to enter into an agreement to maximize human and financial resources toward the furtherance of shared objectives;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, EPTA and ORA shall accept and perform the responsibilities and tasks described in the anticipated DCNR Partnership Grant and detailed in the attached Appendix A – SCOPE OF WORK – for the term of this Co-Operative Agreement, which shall be the term of the anticipated DCNR Partnership Grant Contract to EPTA.

Section 4: Scope of Work

The scope of work is set forth on the attached Appendix A – SCOPE OF WORK, which addresses in detail the respective responsibilities and services which each of the parties to this CA accepts and shall perform promptly, courteously, and professionally during the term of the anticipated DCNR Partnership Grant Contract. The topics addressed in the SCOPE OF WORK include, without limitation, maintaining eligibility as a grant recipient/subrecipient via DCNR, exchange of documents and information necessary to carry out the agreed responsibilities and tasks, prompt submittal of and payment of related invoices, submittal of quarterly reports, and the grant's focus on trail development, capacity building, training, and administrative services.

Revisions to the SCOPE OF WORK may be adopted using the procedure described in Section 7 for Modifications to this CA, of which the SCOPE OF WORK is a part.

Section 5: Compensation

In order to assure completeness and consistency of the processing and recordkeeping of revenues and expenditures of both the DCNR grant funds and matching funds gathered to enable the achievement of the SCOPE OF WORK

described in the DCNR Grant Contract and this CA, EPTA is the lead applicant with ORA functioning as the fiscal agent and project manager for projects, activities, and services described in the DCNR Grant Contract. The parties acknowledge that some sources of matching funds may have their own respective requirements for fund eligibility and the tracking of corresponding revenues and expenditures. Administrative services shall be conducted consistent with OMB accounting standards (Office of Management and Budget) and the requirements of the respective funding grantors/donors/sources.

EPTA shall exclusively utilize the compensated services of ORA as fiscal agent and project manager for the resulting DCNR grant and matching funds. ORA shall perform all vital fiscal agent and project management services in a prompt, courteous, and professional manner throughout the term of this CA.

EPTA shall compensate ORA for its services provided hereunder in accordance with the ORA-Specific Hourly Billable DCNR Rate Schedule published from time to time by ORA and in effect at the time the services are performed.

EPTA shall reimburse ORA for expenses incurred by ORA, its contractors and agents, related to the Scope of Work attached as Appendix A.

Estimated expenditures for the overall grant and matching funds are indicated in the mutually prepared C2P2 Partnership Grant application. Upon grant award and execution of the DCNR Grant Contract, EPTA and ORA shall mutually prepare an updated and detailed budget including additional confirmations received by then from what were still pending sources of matching funds at the time of the grant application submittal. ORA will provide written guidance as to fiscal procedures to ensure the smooth and accurate operation of the responsibilities and tasks for the grant overall and for the specific projects contained therein. EPTA will review that guidance, and any necessary clarifications will be mutually developed and provided to both parties in writing.

In the event that modification to the resulting DCNR Grant Contract is found to be necessary for any reason, either party may require that parties mutually work to develop a proposed modification of the DCNR Grant Contract for DCNR's consideration. The official submittal of any such DCNR Grant Contract modification request will be by EPTA as the lead applicant and grant recipient.

Section 6: Concurrence with DCNR Grant Contract Terms and Conditions, and Terms and Conditions due to use of Federal and/or Other Restricted Funds as Match

As the largest grantor contributing to the revenues necessary to carry out the approved DCNR Partnership Grant Contract to EPTA, it is understood that DCNR requires certain contractual clauses and grant management procedures which both EPTA and ORA shall accept, honor, and carry out. The terms and conditions of this CA will be reviewed by the parties once there are specific instructions provided by DCNR in this regard.

It is noted that because ORA's pledged matching funds originate with the Federal National Park Service, there may be additional terms or conditions to be adhered to for those parts of the SCOPE OF WORK for which those Federal dollars may be earmarked. Similarly, other restricted matching funds from additional partners and their sources may have additional terms or conditions to be adhered to for those parts of the SCOPE OF WORK for which those other restricted matching funds may be earmarked. If there are differences between the Federal and/or other restricted grantors and DCNR Grant Contract language and requirements, the liaisons for the specific grant/donor funds will be consulted to determine which terms take precedence on specific matters; written notes of such consultations will be maintained in the project/grant files.

EPTA and ORA shall perform obligations under this CA in accordance with all Federal, State and local laws and regulations.

Section 7: Procurement

In accordance with DCNR requirements for procurement, EPTA and ORA shall utilize fair open procurement methods when inviting, negotiating with, selecting, and subcontracting with potential vendors to be paid via funds from the DCNR grant contract and/or the matching funds to that grant.

The method and scale of procurement may vary due to the following: (a) the monetary range of the estimated cost of the goods/services involved; (b) the degree of standardization of the goods; (c) extent of professional services and judgement entailed; and/or (d) categories for which the OMB authorizes negotiations for professional services to be conducted by licensed personnel (i.e. – legal, Certified Public Accountants, architectural, engineering, etc.). For instance, for each

publication to be printed in quantity, written cost quotations are gathered; for consulting services in which outcomes are dictated by a Request For Proposals (RFP), interested potential vendors shall submit a written proposal including the information and documents specified in the RFP. No construction subcontracts are anticipated via this DCNR grant contract; therefore, bid procurement is not anticipated.

Generally, ORA will utilize for any given project or subpart thereof, the following procurement methods: (i) For purchases less than \$2,000, written quotations by at least three potential vendors; (ii) For purchases between \$2,000 and \$4,999, written quotations received after invitations for quotes provided to at least five potential vendors; and (iii) For purchases of \$5,000 or more, written proposals, most typically generated through a RFP cycle with invitations provided to numerous potential proposers meeting criteria in that particular RFP.

For each project or subpart involving procurement, EPTA may designate at most two Board members to serve on the review team established by ORA for a specific procurement round. Similarly, ORA may designate at most two representatives to serve on the review team established for a specific procurement round.

Section 8: Modifications to this Co-Operative Agreement

The start date, duration, project ending date, and grant closeout date for this Co-Operative Agreement are intended to correspond with such dates as indicated in the anticipated DCNR Partnership Grant Contract to EPTA. During the grant and its projects, adjustments to timetables, internal project budgets, division of assignment of tasks, adjustments to monetary matters and compensation amounts, and/or other clauses in the body of this CA and/or in the SCOPE OF WORK may become necessary. EPTA and ORA will mutually consider potential modifications to this CA including its attachments (except that ORA will periodically provide EPTA with an updated list of ORA employees, an action not requiring modification to this CA; current staff listing is attached as Appendix B of this CA); either party may initiate discussions regarding potential modification(s). However, no modification shall be effective unless in writing and signed by the authorized agents identified in Section 12 or their successors in office.

Section 9: Termination of this Co-Operative Agreement

This Co-Operative Agreement may be terminated by either party with thirty (30) days written notice to the other citing the effective date of such termination. In such event, the terminating party shall, within thirty days of the date of such termination, pay to the other party its fair pro-rata share of allowable expenditures made up to and including the date of termination.

Section 10: Insurance and Record Retention

ORA shall be added as an additional “named insured” on any appropriate property and liability insurance policies held or obtained by EPTA during the life of this agreement. Similarly, EPTA shall also add as additional “named insured” the Commonwealth of Pennsylvania, Pa. Department of Conservation and Natural Resources (DCNR), and the U.S. National Park Service. EPTA shall provide ORA with a copy of each such Certificate of liability insurance.

ORA will add EPTA as an additional “named insured” party on any appropriate property and liability insurance policies held of obtained by ORA during the life of this agreement. ORA already consistently lists the Commonwealth of Pennsylvania, DCNR, and the U. S. National Park Service as additional named insured parties. ORA shall provide EPTA with a copy of each such Certificate of liability insurance.

ORA shall maintain project information in its files, said file to include at least the copy of EPTA’s executed DCNR Grant Contract, all contracts and subcontracts awarded for the carrying out of the projects referenced therein, copies of all relevant correspondence, reports, and other information to substantiate the vendor selection process used on specific projects, and fiscal matters. The records may be in hard copy, electronic scans, other electronic format, or such other technological record-retention systems as may be customarily in use as this CA progresses. Such records shall be maintained for a minimum of three (3) years after project completion and further, until three years after all required grant closeouts, audits, and similar concluding steps are completed and accepted.

Section 11: Attachments

Appendix A – SCOPE OF WORK

Appendix B – Employees of the ORA, as of April 2, 2020

Section 12: Signatures

Regarding authorized agents for each of the parties, it is noted that whosoever is the incumbent of the agency title at the time of the signature of this initial CA or any future modification thereto is the authorized agent. For instance, EPTA elects its President periodically; whosoever is the President at the time of agreement signing or modifying is who would have signature authority; it is therefore possible that a different individual may sign future modifications so long as that signer is then the President of EPTA.

The Authorized Agent for EPTA is the President of EPTA. The Authorized Agents for ORA (both signatures required) are the Chair of the Board of Directors of ORA, and the President/CEO of ORA.

(Signatures are on the next sheet.)

**CO-OPERATIVE AGREEMENT
Erie to Pittsburgh Trail Alliance (EPTA)**

And

Oil Region Alliance of Business, Industry and Tourism (ORA)

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have duly executed this Agreement on or as of and year first above written.

Erie to Pittsburgh Trail Alliance, Inc.

Chester B. Scholl, Jr.
President

Date Signed

Oil Region Alliance of Business, Industry and Tourism

Barry Cressman
Chair of the Board of Directors

Date Signed

John R. Phillips, II
President and Chief Executive Officer

Date Signed

N/EPTA/C2P2 Partnership Grant/Co-Operative Agreement

SCOPE OF WORK

Appendix A to Co-Operative Agreement Between Erie to Pittsburgh Trail Alliance (EPTA) And Oil Region Alliance of Business, Industry and Tourism (ORA)

Throughout the period of this Co-Operative Agreement (CA), each of the entities agrees to perform in a professional manner the following responsibilities and services, as per the financial arrangements elaborated in the main body of this CA.

The Erie to Pittsburgh Trail Alliance (EPTA), and particularly its officers, Board of Directors, and committees shall promptly perform the following obligations and services for and during the term of the CA:

- (A) Maintain its status as a 501(C)(3) tax-exempt charitable non-profit corporation based in Pennsylvania and its certificate of registration with the Pa. Bureau of Charitable Organizations (BCO), as well as its DUNS number, Pa. Vendor ID number, and Federal ID number (FEIN), thus maintaining eligibility as a non-profit grant recipient as per the Pa. Department of Conservation and Natural Resources (DCNR).
- (B) Provide ORA in writing with EPTA documents, decisions, project information, and updates thereto which are necessary for ORA and its contractors to carry out the scope of work to which each is assigned.
- (C) Process and pay the invoices submitted to EPTA by ORA within fifteen days of receipt.
- (D) Receive invoices, project reports, and other project outputs and documents provided by ORA and/or its contractors regarding projects contained in this scope of work and covered under the CA. EPTA may utilize such documents and information in order to prepare DCNR grant progress reports, close-out reports, etc. in accordance with the DCNR Grant Contract. EPTA may direct ORA to draft such grant progress reports, close-out reports, and/or other special reports to DCNR; the EPTA remains obligated to review, approve, sign, and submit such items to DCNR as per the DCNR Grant Contract.

- (E) The largest portion of work tasks, hours, and thus grant/match funds will be dedicated to development of the Erie to Pittsburgh Trail's (EPT) corridor via the resolution of existing gaps and/or rerouting of on-road segments onto off-road segments in order to achieve the vision of a fully integrated off-road multi-modal recreational corridor linking the EPT. It is realized that in some cases trail ownership will be a member entity within the EPTA, or another municipality, another appropriate non-profit organization, or a for-profit partner as per a specific agreement for a specific geographical location; in some cases EPTA (after EPTA Board approval) may be or become the owner of one of more trail segments.
- (F) Authorized activities within the Category of Trail Development may include the following roles/tasks as demonstrated on the DCNR grant/matching funds budget pages for the initial grant application to DCNR and then for revisions to the budget pages due to approved grant/match amounts, project progress, other unanticipated opportunities, and the like: Consulting services to expedite the resolution of priority gaps along the EPT; Installation of EPT logo signs; Coordination of trail use data, including data collection, data retrieval and data compilation, personnel time, etc. regarding the trail counting equipment; a Baseline Trail Use and Economic Impact Study for the EPT; and Other reasonable customary trail development activities.
- (G) The second-most set of work tasks, hours, and thus grant/match funds will be dedicated to Capacity Building of the EPTA in accordance with its already adopted EPTA Strategic Plan and the mission of EPTA.
- (H) Authorized activities within the Category of Capacity Building may include the following roles/tasks as demonstrated on the DCNR grant/matching funds budget pages for the initial grant application to DCNR and then for revisions to the budget pages due to approved grant/match amounts, project progress, other unanticipated opportunities, and the like: Design and Print EPTA Annual Reports; Update and Print EPTA network brochure; Conduct active grantsmanship to advance the mission of EPTA and Trail Development for the overall EPT system of trails; Membership recruitment and recordkeeping system; Communications and file storage services for EPTA; Website development, updates, and maintenance for the official EPTA website(s); Electronic EPTA newsletter; Public information services for EPTA; Membership dues to the Pa. Association of Non-Profit Organizations (PANO) for EPTA and members of EPTA; and Other reasonable customary capacity building activities.

- (I) The third-most set of work tasks, hours, and thus grant/match funds will be dedicated to Training of EPTA, its members, its committees, and other partners along its main stem, loops, and affiliated trail systems.
- (J) Authorized activities within the Category of Training may include the following roles/tasks as demonstrated on the DCNR grant/matching funds budget pages for the initial grant application to DCNR and then for revisions to the budget pages due to approved grant/match amounts, project progress, other unanticipated opportunities, and the like: Coordination and operation of an EPT Summit; Coordination and operation of workshops on trail maintenance and other topics to be determined (workshops may include in-the-field sessions as appropriate); Hosting of workshop(s) by PANO held within the Pennsylvania EPTA territory for EPTA members; and Other reasonable customary capacity training activities.
- (K) The smallest category as measured in dollars expended from the covered grant/matching funds shall be for Administrative Services which are necessary to fulfill DCNR grant requirements as well as requirements of other active funding sources/partners (i.e. – National Park Service, municipalities, private foundations, etc.) in an accurate, timely, and complete fashion as per OMB standards. It is recognized that both EPTA and ORA will incur and thus shall be reasonably compensated for these administrative services to the extent which the approved grant/matching funds allow. As the grant recipient, EPTA acknowledges that it will be held by DCNR to be responsible for all terms and conditions of the DCNR-EPTA contract; EPTA's contracting with ORA to serve as fiscal agent does not erase EPTA's ultimate responsibilities.
- (L) Authorized activities within the Category of Administrative Services may include the following roles/tasks as demonstrated on the DCNR grant/matching funds budget pages for the initial grant application to DCNR and then for revisions to the budget pages due to approved grant/match amounts, project progress, other unanticipated opportunities, and the like: Fiscal agent roles including bookkeeping of revenues and expenditures, standard accounting procedures, periodic audits, and other standard fiscal reporting; Grant management including communications with grantors, completion of standard reports required by various grantors, and specialized reports to grantors as needed; Project management including coordination with the contractors, photograph documentation as appropriate throughout each project, fiscal management for each project's particular budget of revenues

and expenditures, generation of project reports to EPTA/ORA, and liaison with other interested parties/public regarding a particular project; and Other reasonable customary administrative service activities.

- (M) Because the EPTA Board of Directors presently meets quarterly, unless indicated otherwise in this SCOPE OF WORK or the overriding CA, fiscal reports and programmatic reports shall be prepared quarterly as per this schedule: January-March report due by April 15; April-June report due by July 15; July-September report due by October 15; and October-December report due by January 15. Invoices may be submitted by ORA to EPTA monthly. EPTA shall issue payment to ORA within 15 (fifteen) days of receiving an invoice which is complete, for work within the SCOPE OF WORK, and within the contract budget.

The Oil Region Alliance of Business, Industry and Tourism (ORA), and particularly its employees, Board of Directors, and specific subcontractors, shall promptly perform the following obligations and services for and during the term of the CA:

- (A) Maintain its status as a 501(C)(3) tax-exempt charitable non-profit corporation based in Pennsylvania and its certificate of registration with the Pa. Bureau of Charitable Organizations (BCO), as well as its DUNS number, Pa. Vendor ID number, and Federal ID number (FEIN), thus maintaining eligibility as a non-profit grant subrecipient as per the Pa. Department of Conservation and Natural Resources (DCNR).
- (B) Provide EPTA in writing with ORA and contractor documents, decisions, project information, and updates thereto which are necessary for EPTA to carry out the scope of work to which each is assigned.
- (C) Prepare and submit to EPTA promptly invoices from ORA, reflecting the combined expenses incurred by ORA and its contractors. Invoices must be submitted by ORA to EPTA at least monthly, but no more often than weekly.
- (D) Receive and retain on file invoices, project reports, and other project outputs and documents provided to ORA by its contractors and/or generated by ORA directly regarding projects contained in this scope of work and covered via this CA. Forward to EPTA relevant reports, outputs, and documents at periodic

intervals based on pace of specific projects. ORA and EPTA may utilize such documents and information in order to prepare DCNR grant progress reports, close-out reports, etc. in accordance with the DCNR Grant Contract.

- (E) As elaborated at (EPTA-E) above, ORA acknowledges that the largest portion of work tasks, hours, and thus grant/match funds will be dedicated to Trail Development of the EPT corridor.
- (F) ORA and/or its contractors are authorized to conduct the Trail Development activities detailed in (EPTA-F) above. ORA maintains the ability to assign specific activities to individual ORA employees and/or contractors in relation to their respective skills, prior relevant experience, training, cost factors, and time availability, as well as to make periodic adjustments throughout the period of this CA.
- (G) As elaborated at (EPTA-G) above, ORA acknowledges that the second-largest portion of work tasks, hours, and thus grant/match funds will be dedicated to Capacity Building of the EPTA.
- (H) ORA and/or its contractors are authorized to conduct the Capacity Building activities detailed in (EPTA-H) above. ORA maintains the ability to assign specific activities to individual ORA employees and/or contractors in relation to their respective skills, prior relevant experience, training, cost factors, and time availability, as well as to make periodic adjustments throughout the period of this CA.
- (I) As elaborated at (EPTA-I) above, ORA acknowledges that the third-largest portion of work tasks, hours, and thus grant/match funds will be dedicated to Training conducted by or for the EPTA.
- (J) ORA and/or its contractors are authorized to conduct the Training activities detailed in (EPTA-J) above. ORA maintains the ability to assign specific activities to individual ORA employees and/or contractors in relation to their respective skills, prior relevant experience, training, cost factors, and time availability, as well as to make periodic adjustments throughout the period of this CA.
- (K) As elaborated at (EPTA-K) above, ORA acknowledges that the remaining portion of work tasks, hours, and thus grant/match funds will be dedicated to Administrative Services conducted for the EPTA as per this CA. ORA will

incur and thus shall be reasonably compensated for these administrative services to the extent which the approved grant/matching funds allow via the DCNR Grant Contract. As the grant recipient, EPTA will be held by DCNR to be responsible for all terms and conditions of the DCNR Grant Contract; EPTA’s contracting with ORA to serve as fiscal agent does not erase EPTA’s ultimate responsibilities.

(L) ORA and/or its contractors are authorized to conduct the Administrative Services activities detailed in (EPTA-L) above. ORA shall not contract out any administrative services except in the case of any required independent audit(s) performed by Certified Public Accountants. ORA maintains the ability to assign specific activities to individual ORA employees in relation to their respective skills, prior relevant experience, training, cost factors, and time availability, as well as to make periodic adjustments throughout the period of this CA.

(M) Because the EPTA Board of Directors presently meets quarterly, unless indicated otherwise in this SCOPE OF WORK or the overriding CA, fiscal reports and programmatic reports shall be prepared quarterly and be submitted by ORA to EPTA as per this schedule: January-March report due by April 15; April-June report due by July 15; July-September report due by October 15; and October-December report due by January 15.

#####

N/EPTA/C2P2 Partnership Grant/SCOPE OF WORK

	A	B	C	D	E	F
1	ERIE TO PITTSBURGH TRAIL ALLIANCE (EPTA) -- TRAIL DEVELOPMENT, CAPACITY BUILDING, TRAINING				Draft #4; 4-10-20	
2	Grant Application to be submitted by EPTA					
3	To be submitted to Pa. DCNR, no later than April 22, 2020					
4	Seeking DCNR funds in C2P2, Partnership Category			Sheet 1:	Expenditures	
5	In partnership with the Oil Region Alliance (ORA)			Sheet 2:	Revenues, with Match Sources	
6						
7	Grant Period:	1/1/21 - 6/30/23				
8	Admin Costs for	30 months long				
9	Project Costs for	24 months active				
10						
11	EXPENDITURES BY ACTIVITY CATEGORY					
12						
13	Activity	Estimated Unit Cost	Total Cost	DCNR	Match	Notes
14					(\$ + Donated)	
15	TRAIL DEVELOPMENT --					
16	Consulting Services to Expedite Resolution of Priority Gaps in EPT	\$50/hour X 82 hr/month X 24	98,400.00	\$49,200	\$49,200	
17	Including Mileage	\$0.58/mile X 600 miles/month X 24	8,352.00	\$4,176	\$4,176	
18	Including Overnight Lodging	\$110/night X 24 nights	2,640.00	\$1,320	\$1,320	
19	Install Existing EPT Logo Signs along corridor	\$100/install fee X 45 signs	4,500.00	\$1,500	\$3,000	\$1,000 Cash; \$2,000 Donated Service
20	Base-line Trail Use & Economic Impact Study	(along entire EPT system)	30,000.00	\$15,000	\$15,000	
21	Coordination of Trail Use Data Collection, counters	\$100/month X 24 months	2,400.00	\$1,200	\$1,200	
22	Subtotal for Trail Development:		\$146,292.00	\$72,396	\$73,896	
23						
24	CAPACITY BUILDING --					
25	Annual EPTA Report (design and print)	\$1,000/year X 2 years	\$2,000	\$0	\$2,000	
26	EPT Network Brochure (update and print)	\$2,000/cycle X 2 years	\$4,000	\$2,000	\$2,000	
27	Active Grantsmanship for EPTA and Gaps	\$400/month X 24 months	\$9,600	\$4,800	\$4,800	Grants for systemwide projects
28	Membership Recruitment and Recordkeeping	\$100/month X 30 months	\$3,000	\$1,500	\$1,500	
29	Communications Support to EPTA, incl. hub/storage	\$200/month X 30 months	\$6,000	\$3,000	\$3,000	
30	Website Development, Update, Maintain	\$100/month X 24 months	\$2,400	\$1,200	\$1,200	
31	Electronic EPTA Newsletter; quarterly	\$300/issue X 8 issues	\$2,400	\$1,200	\$1,200	
32	Public Information Services (news releases, social media, interviews)	\$100/month X 30 months	3,000	\$1,500	\$1,500	
33	PANO Dues for EPTA & its members	\$100/year/entity X 15 entities X 2 yrs.	3,000	\$3,000	\$0	Pa. Assoc. of Non-Profit Orgns.
34	Subtotal for Capacity Building:		\$35,400	\$18,200	\$17,200	
35						
36	TRAINING --					
37	EPTA Summit (Coordinate and operate) 2022	\$7,000/Summit	7,000	\$1,000	\$6,000	
38	Coordinate Workshops on Specific Topics	\$2,000/workshop X 3 workshops	6,000	\$3,000	\$3,000	
39	PANO Workshop for EPTA and its members	\$2,000/workshop X 2 workshops	4,000	\$2,000	\$2,000	
40	Subtotal for Training:		17,000	\$6,000	\$11,000	
41						
42	ADMINISTRATIVE SERVICES --					
43	EPTA Retain for Administrative Services	\$1,000/year X 2.5 years	\$2,500	\$1,000	\$1,500	
44	Fiscal Agent Responsibilities	\$200/month X 30 months	\$6,000	\$2,000	\$4,000	
45	Grant Management Services	\$1,000/year X 2.5 years	\$2,500	\$1,000	\$1,500	
46	Project Management Services	\$200/month X 24 months	\$4,800	\$1,000	\$3,800	
47	Subtotal for Administrative Services:		15,800	\$5,000	\$10,800	
48						
49	TOTALS		\$214,492	\$101,596	\$112,896	

	A	B	C	D	E	F	G	H
1	TRACKING LETTERS OF COMMITMENT & LETTERS OF SUPPORT			Info as of: 4/10/2020				
2	FOR EPTA APPLICATION #2001872 FOR DCNR'S C2P2 PARTNERSHIP GRANT							
3								
4	Partner Entity	Contact Person	E-Mail Address	\$ Pledged	Requ. By	Requested	Received	Signed
5				For 2021-2022				
6	LETTERS OF COMMITMENT -- PLEDGING \$							
7	EPTA	Barney Scholl, President	scholl@scholl.com	\$10,750	MB	4/15/2020; letter ready for signature		
8	Oil Region Alliance (ORA)	John R. Phillips, II, Pres./CEO	jphillips@oilregion.org	\$20,000	MB	3/31/2020	3/31/2020	Yes
9	Friends of the Riverfront	Courtney Mahronich Vita, Director of Trail Development	courtney@friendsoftheriverfront.org	\$10,000	CV	Confirmed in process; 4/8		
10	Allegheny Valley Trails Association (AVTA)	Wm. Weller, President; Kim Harris, liaison	wweller@zoominternet.net; kharris@oilregion.org	Asking \$3,000	KH			
11	Allegheny River Trail, Clarion County (ART,C)	Bob Jennings, President	bobjennings1@embarqmail.com	Asking \$3,000	BJ			
12	Visit Erie	Emily Beck, Director of Tourism	ebeck@visiterie.com	Asking \$2,000	MB			
13								
14	LETTERS OF SUPPORT -- DETAILING SUPPORT, BUT NOT \$							
15	City of Titusville	Neil Fratus, City Manager	manager@cityoftitusvillepa.gov	Install signs	MB			
16	Boro of Foxburg	Karen Best, Boro Secretary	kltbest@windstream.net	Install signs and/or replica RR markers	MB/KH			
17	Armstrong Trails, Inc.	Chris Ziegler, Executive Director	chrizavlt@gmail.com	Install signs	MB			
18	Boro of Emlenton	Nancy Marano, Borough Manager	EmlentonOffice@gmail.com	Install signs	MB			
19	Boro of East Brady	Susan Buechele, Sec./Treasurer	ebboro@zoominternet.net	Install signs with Armstrong Trail				
20	Redbank Valley Trails Association (RVTA)	Sandy Mateer, President	scmateer1@comcast.com	General Support	MB			
21	Impact Corry	Marty Radock, RTC Committee Chair	meradock@neo.rr.com	Gen. Support	MB			
22	September 11th National Memorial Trail	Thomas Baxter, Executive Director	tbaxter@911trail.org	Gen. Support	MB			
23	Titusville Community Development Agencies	Lori Baker, Executive Director	tbaker@tcda.org	Gen. Support	MB			
24	Oil City Main Street Program	Kathy Bailey, OCMSP Manager	kbailey@oilregion.org	Gen. Support	MB			
25	County of Erie	Joy Knapp, Env'l & Rec'l Admin.	knapp@eriecountypa.gov	Active Planning; Gen. Support				
26	County of Crawford	Francis Weiderspahn, Commissioner; and Zachary Norwood, Planning Director	fweiderspahn@co.crawford.pa.us ; znorwood@co.crawford.pa.us	Active Planning; Gen. Support	MB			
27	County of Clarion	Wayne Brosius, Commissioner; and Kristi Amato, Director, Clarion Co. Planning Commission	wbrosius@co.clarion.pa.us ; kamato@co.clarion.pa.us	Active Planning; Gen. Support	MB			
28	County of Venango	Samuel Breene, Commissioner	sbreene@co.venango.pa.us	Gen. Support	MB			
29	County of Armstrong	Pat Fabian, Commissioner	724-548-3215 office phone	Gen. Support				
30	County of Allegheny	Rich Fitzgerald, County Executive	On-line form for letters of support; or web.comm@alleghenycounty.us ; (412) 350-6500	Gen. Support				
31	Boro of Kittanning	Cynthia McDermott, Boro Manager	boro.manager@kittanning-borough.com	Gen. Support				
32	City of Corry	James Biondi, City Manager	jbiondi@corrypa.gov	Gen. Support				
33	Boro of Spartansburg	Jamie Ditzler, Sec./Office Manager	spartansburgborough@gmail.com	Gen. Support	MB			
34	City of Erie	James Winarski, City Council President	jwinarski@erie.pa.us	Gen. Support				
35	Allegheny Township	Rennick Steele, Township Supervisor	renmaru@comcast.net	Gen. Support	MB			

**EMPLOYEES OF THE
OIL REGION ALLIANCE OF BUSINESS, INDUSTRY AND TOURISM**

**Appendix B to Co-Operative Agreement Between
Erie to Pittsburgh Trail Alliance (EPTA)
And
Oil Region Alliance of Business, Industry and Tourism (ORA)**

Employees as of April 2, 2020

John R. Phillips, II	President/Chief Executive Officer
K. Daniel Twombly	Executive Vice President
Marilyn Black	Vice President for Heritage Development
Emily Altomare	Communications and Tourism Manager
Jennifer Burden	Historian-Educator
Christine Clifton	Office Manager/Finance Assistant
Kimberly Copley-Harris	Project Manager
Jessica Gorman	Administrative Assistant
Stewart Armstrong	Artist Liaison/Marketing Coordinator ARTS Oil City/Oil City Main Street
Kathy Bailey	Oil City Main Street Manager
Selina Pedi	ACRVR Blueprint Community Coordinator Allegheny-Clarion River Valley Region