

## 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.

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The Erie to Pittsburgh Trail Alliance (EPTA), acting through 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 from dedicated grant and/or match funds 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. EPTA shall determine the priorities among trail gaps/rerouting on multiple factors with some consideration given to the monetary and other resources donated by specific trail organizations and the constraints specified by other sources of matching funds and services.
- (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.

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The Oil Region Alliance of Business, Industry and Tourism (ORA), acting through 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.

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N/EPTA/C2P2 Partnership Grant/SCOPE OF WORK