

MEMORANDUM OF AGREEMENT
Between
THE EAST COAST GREENWAY ALLIANCE
And
THE EAST COAST GREENWAY [state] ENTITY

Adopted by the ECGA Board of Trustees, November 3, 2001

This memorandum is made between the East Coast Greenway Alliance (the Alliance) and the East Coast Greenway [state] entity (the entity) effective November 2, 2002. Its purpose is to provide a clear statement of specific roles, responsibilities, understandings, working relationships, arrangements and operating guidelines between the Alliance and the entity.

Mission of the Alliance

The Alliance exists to promote the establishment and stewardship of the East Coast Greenway (the ECG), and its safe use and enjoyment by the general public.

Vision of the Greenway

The ECG is a long-distance, inter-urban, multi-user transportation, recreation and tourism trail network connecting major urban centers along the East Coast of the United States from Maine to Florida. This spine route consists of a series of locally owned and managed trails, linked to form a continuous trail network, easily identified by the public through signs, maps and user guides.

Accomplishing the Mission

The Alliance's mission will be accomplished through the collaborative efforts of the Alliance, its state entities, and all of the local, state, and national organizations and governmental agencies involved in planning, building, and maintaining the ECG.

Some of the assumptions implicit in the manner in which the Alliance and its state entities will work to accomplish their goals are:

—The Alliance is a trail-connecting and alliance-building organization. Its strength is based on the power of the vision and its ability to motivate people and groups to work toward that vision.

—The Alliance will work with and provide guidance to its state affiliates to accomplish the mission. The state entities will be responsible for overseeing the development and stewardship of the ECG, working with the appropriate state and local organizations, agencies, and individuals.

—The Alliance's policies relating to the state entities strive to be clear and specific enough to provide good guidance, while remaining flexible enough to be appropriate for the diversity of organizational structures at the state level.

—The ECG is being built, operated and sustained by local and state organizations working with the Alliance through its state entities. The ECG's character, identity, and consistency as a national transportation, recreation and tourism trail is the responsibility of the Alliance.

It is hereby agreed by the Alliance that:

In order for the entity to fulfill its role and responsibilities, it is clearly understood by the Alliance that the Alliance must provide several forms of support to the entity. The Alliance agrees to provide the following:

- Involvement of the entity in Alliance decisions, policies and actions that affect the entity.
- Recognition of the entity as its sole representative in [state].
- A clear vision of the ECG, including criteria and overall policies to ensure consistency and maintain standards and integrity of the entire ECG.
- The opportunity to nominate a trustee from [state] to serve on the Alliance Board of Trustees.
- Coordination and advice on trail development and policy issues, including inter-state issues, brought by the entity to the Alliance.
- Advice regarding fund raising, including sample grant proposals and support letters, review of draft proposals, specific questions about foundation prospects, and strategies for funding approaches.
- Legal status as a 501(c)(3) charitable organization and responsible financial administration of and reporting on any funds of the entity for which the Alliance acts as fiscal agent, in accordance with the detailed financial policies attached hereto.
- Advocacy approaches and materials including talking points that can be incorporated into state and local efforts. In some cases, the Alliance may need to be remunerated for the costs of materials such as maps, brochures, displays, etc.
- Its name, logo, and other identification materials in accordance with the policies attached hereto.
- Opportunity and capacity to enter into national partnerships of benefit to the entity and other state and local organizations.
- Notice and consultation before the Alliance approaches foundations or corporations based in [state] and to generally respect the entity's priorities for state-based funders that are not national in scope.
- Official designation of nominated trail segments as part of the ECG Trail Network when criteria are met in compliance with the attached Trail Designation Manual.

It is hereby agreed by the entity that:

—It accepts the mission of the Alliance as defined above.

—It understands that its primary role for the next five years is to establish the ECG in [state] in accordance with the Trail Designation Manual. Included in its major functions in carrying out this role are to:

Identify the ECG route;

Get official recognition of the route by implementing agencies in reports and plans;

Maintain on-going relationships with governmental officials responsible for implementing the plans;

Build public support to establish the ECG as needed;

Apply to the Alliance for designation of ECG segments within Pennsylvania;

Carry out post-designation procedures.

It agrees to comply with the policy on use of the Alliance's name, logo, letterhead, and other identifying materials as attached hereto.

It agrees to comply with the policy on financial management and procedures attached hereto.

It agrees to comply with such other policies and procedures as may be formally adopted from time to time by the Alliance's Board of Trustees.

It agrees to consult with the Alliance before approaching for funding foundations and corporations whose scope is national or regional.

It agrees to submit a report once a year to the Alliance describing:

The individuals who are a part of the entity and their respective roles;

Progress within [state] in establishing the ECG as measured by specific benchmarks adopted by the Alliance.

It also agrees, not as required elements but to the extent possible, to describe in this report:

Other major activities and accomplishments of the Affiliate, and

The nature and quantity of volunteer time and resources that went into the ECG project in [state] that year.

It is understood that from time to time amendments will be made to this agreement to modify or add to its terms, with the full agreement of the two parties signing the agreement recognized by a re-signing of the agreement.

The term of this agreement shall be for one year from the date of its signing, and for successive years thereafter unless sooner terminated by written notice by either party given at least thirty days prior to termination.

ECGA Chairman

date

[state] Committee Chair

date

ECGA Financial and Fundraising-Fundsharing Policies

Financial Policies

Adopted by the ECGA Board of Trustees on November 3, 2001

ECGA serving as a fiscal umbrella for a State Entity (SE)

1. The ECGA agrees to serve as a fiscal agent for any State Entity requesting such services so long as the State Entity abides by these financial policies.
2. The SE may use the ECGA as a fiscal agent to enable it to accept tax deductible contributions from foundations, corporations or individuals (“stepping under the ECGA 501c(3) umbrella”). However, the ECGA is responsible for adhering to legal, fiscal and administrative standards in accordance with our charitable status as a certified federal and state charity.
3. A SE may use the ECGA as a fiscal agent to unburden itself of financial administration responsibilities. In turn, the ECGA will deduct 5% from any funds deposited with the ECGA account as a fiscal administration fee.
4. Funds deposited into the ECGA account become the assets of the ECGA. Any equipment or other assets acquired by a state using funds deposited with the ECGA are viewed by the IRS as property of the ECGA and will be treated as an asset of the ECGA. Staff hired or contractors retained by a SE using funds deposited with the ECGA become staff of or contractors of the ECGA.
5. Funds secured by a state entity and given to the ECGA to administer will be deposited into a separate account for that state and not co-mingled with any other ECGA funds. Each SE will have at least one account in which its funds will be deposited. The ECGA will establish separate financial reporting for each state account and separate accounts as needed to track restricted funds.
6. The ECGA, acting as fiscal agent, reserved the right to refuse certain contributions to a given state based on its own discretion.
7. The ECGA will report annually on the status of all SE accounts. A SE may request quarterly reports or more frequent reporting if needed and the ECGA will comply in a timely fashion.
8. At the end of the ECGA fiscal year (December 31) the ECGA consolidated financial statements will be audited. In order to provide needed financial records, each SE must submit all financial information through the prior December 31. This is essential in order to close the books and prepare for the annual audit. SE’s will be required to submit an annual summary of activities and major accomplishments and to attach the SE’s annual work plan and budget and list of pending grant proposals and upcoming fundraising efforts.
9. ECGA will provide its annual audit and federal tax filing to any SE that requests it.
10. A SE will be asked to assume the cost of staff time or other resources expended by the ECGA (beyond financial administration costs) to administer a SE-funded project or program. Normally, such expenses will be identified in discussion with the SE at the beginning of such a project.
11. In general, no funds may be withdrawn from a state account without prior written authorization by the person designated by the SE to handle such authorizations. This may be executed by e-mail. A SE must have on file at all times a written agreement establishing who

from the State Entity is authorized to submit invoices for payment. Only one person in each state may be designated. No other persons may invoice the ECGA for payment on behalf of that State Entity.

12. A SE is responsible for ensuring that sufficient funds exist within its account prior to making expenditures. The ECGA is not responsible for covering any SE expenses for which sufficient funds do not exist in that SE's account.
13. A SE is free to seek its own standing as a tax exempt entity and move from under the ECGA umbrella. .
14. State Entities may also maintain other (non-ECGA) financial accounts.
15. A SE is advised to register with its state in order to gain exemption as a charity from sales tax for purchases and services.
16. The ECGA has secured and will maintain registration with each state through which the ECG passes as a charity involved in fund raising activities. The ECGA shares this registration with any SE signing an MOA with the ECGA, providing that the SE adheres to the rules and requirements set up by its respective state.

Policy on Fundraising and Fundsharing

Adopted by the ECGA Board of Trustees on November 3, 2001

1. The ECGA is a national organization responsible for raising funds to support its own operations and activities.
2. State Entities are responsible for raising any funds they require to function. While the ECGA has no obligation to raise funds to support the State Entities it may at times raise funds that do enable the State Entities to carry out their roles and to meet their objectives with regard to the ECG.
3. Funds secured through the efforts of the ECGA to advance the ECG objectives within a given state will be spent at the discretion of the ECGA.
4. Funds secured through the efforts of a SE to advance the ECG objectives within that state will be spent at the discretion of that SE.
5. The ECGA will not seek funding from sources that primarily fund at the state level without the prior agreement of the subject state.
6. A SE will not seek funding from sources that fund at the regional or national level without prior permission from the ECGA.
7. A SE will submit its fundraising plans to the ECGA for prior approval.
8. A SE will provide to the ECGA on a quarterly basis a list of its current donors and members for annual solicitation and for quarterly newsletter mailing by ECGA.

Policy on use of ECGA name, logo, letterhead or other identity

Adopted by the ECGA Board of Trustees on November 3, 2001

1. The ECG and ECGA name and logo are the property of the ECGA and may not be used without permission of the ECGA.
2. Funds raised using the ECG or ECGA name are viewed as property of the ECGA and must be deposited with the ECGA unless the ECGA has approved another arrangement in advance.
3. A SE may not sign any contract using the ECG or ECGA name or which in any way is done on behalf of the ECGA without prior ECGA permission.
4. A SE may not take a position on a controversial matter using the name ECG or ECGA without prior approval of the ECGA.

Trail Designation Handbook (To be attached)

ECGA Pilot Trail Designation Criteria and Procedures dated January 16, 1996

Refinements to ECG Trail Vision as adopted February 28, 1999