



Multi-Municipal Collaboration Grants

Grant Guidelines | January 2016



Section I. Introduction

About ECGRA

An impact investor, ECGRA's mission is to elevate Erie County by galvanizing nonprofits and small business toward economic and community development. Since February 2008, ECGRA has invested more than \$37 million in Erie County.

The Erie County Gaming Revenue Authority was incorporated in February 2008 in the Commonwealth of Pennsylvania for the purpose of creating and administering a grantmaking process for gaming funds that come from the Pennsylvania Department of Revenue. Our mission is to elevate Erie County by galvanizing nonprofits and small business toward economic and community development.

Purpose of the Funding

A maximum of \$100,000 per application

Multi-Municipal Collaboration (MMC) Grants are designed to incentivize local governments, municipal authorities, and 501c3 organizations to find creative and cooperative ways to operate government in a more effective and cost-efficient manner. MMC Grants provide vital matching funds to encourage local elected officials and other community leaders to look beyond municipal boundaries in order to advance projects that improve quality of life, promote economic activity, reduce operational costs, leverage additional funds, and serve as a model for communities throughout Erie County.

Impact Area: Municipalities



To foster progress and functional cooperation among Erie County's 38 municipal governments.

Section II. Eligibility

Eligibility Criteria for Primary Applicant & Collaborating Entity(ies)

-  An IRS-designated 501c3, a municipal authority, council of governments, incorporated intergovernmental group, or a municipality
-  Headquartered in Erie County
-  In good standing with the IRS and state and local taxing bodies
-  In good standing with ECGRA's reporting requirements to date
-  A minimum of two **municipalities** collaborating in this project
-  Letters of commitment in the form of an MOU signed by collaborating entity(ies) – **see Appendix A for sample MOU**

Ineligible Primary Organizations

-  A library
-  A state or federal park
-  An airport or transportation facility
-  A healthcare or long-term care facility
-  A state or federally owned facility or agency
-  A public safety organization or facility, including volunteer fire departments
-  An institution that predominantly provides primary, secondary, or higher education/training
-  Any organization that was part of the settlement agreement with ECGRA, entered into 12/13/10

Eligible Uses of Funds

-  Personnel
-  Marketing
-  Construction – **see Appendix B for policy on prevailing wage**
-  Facility expense
-  Equipment & supplies
-  Professional consultants
-  Contracted services
-  Outcomes measurement and impact tracking

Ineligible Uses of Funds

-  Debt service
-  Conference attendance
-  Memberships/subscriptions
-  Acquisition of real estate
-  Traffic or congestion studies
-  Road or bridge construction or repair
-  Water, sewer, storm water, and other utility infrastructure

Section III. Budget Form & Cash Match

Each application shall be complete in its entirety in order to be eligible. It will also demonstrate the following in the form of a budget:

-  Requested amount from ECGRA (**a maximum of \$100,000**; there is no minimum)
-  Your agency contribution in the form of cash (do not list in-kind)
-  Other agency or funder contributions – include source; cash only
-  Total project cost – cash only
-  A 1:1 cash match. Existence of an endowment does not count toward the match

The following are generally considered cash-match contributions:

-  Cash contributed by your organization
-  Equipment or supplies to be purchased via your collaboration for project activities
-  Personnel to be hired by the organization(s) to help with the project, who will not be hired if the grant is not funded
-  Paying for a project brochure and/or its dissemination
-  Grants from other government agencies or foundations (except gaming funds; gaming funds from other sources cannot be used toward match)

The following are generally considered in-kind contributions:

-  Personnel time given to the project
-  A person on loan from another organization
-  Use of existing equipment or supplies
-  Use of existing laboratory equipment or facilities
-  Waived or unrecovered indirect cost amount
-  Office space

Section IV. Approval Process & Terms

Application Assistance

Application for ECGRA Multi-Municipal Collaboration Grants shall be completed online at bit.ly/ECGRAgrants.

Program Inquiries should be directed to:

Tom Maggio
ECGRA Grants Manager
(814) 897-2694
tmaggio@ECGRA.org

Pre-approval Process

Receipt: Upon submission of the application and required supporting material, the staff, working with the ECGRA board of directors' review committee, will determine eligibility.

Review: The review committee will evaluate the application and determine if it meets the required parameters outlined by the board.

Approval: ECGRA's board of directors will receive funding recommendations from the review committee.

Notification: ECGRA will notify all applicants via email.

Post-approval Process

Following approval by the ECGRA board of directors, the executive director will issue a letter of agreement to the grantee, which must be signed by an officer of the organization and returned within 30 days of the date of said letter. The agreement may detail additional requirements with which the grantee must comply, including but not limited to: project audit, financial grant closeout report, maintenance of records, public relations, and any other information the board or staff deem relevant.

The grant contract agreement and any subsequent amendments will not be executed until all of the following have been resolved to the satisfaction of the executive director:

-  The grantee must be in compliance with ECGRA's policies on audits relative to the submission of closeout reports on any previous contracts with ECGRA, regardless of the program or funding source.
-  The grantee must provide all supplemental documentation requested by ECGRA.
-  The grantee must be in compliance with IRS reporting standards.
-  The grantee must be current in payment of all federal, state, and local taxes unless it has entered into an agreement satisfactory to the respective taxing authority and is fully in compliance with the terms thereof.
-  The grantee must not discriminate against any employee or against any applicant for employment because of race, religion, color, handicap, national origin, age, or sex.

After the grant agreement has been fully executed and the proper documentation provided to ECGRA, the payment to the grantee will be made by an electronic funds transfer or by check.

ECGRA will monitor the activities of the applicant and the grant contract agreement to ensure that the grantee fulfills the conditions of the grant. This may include a site visit or random audit of income and expenses. Upon request and as required by the agreement, the grantee must furnish ECGRA with all data, reports, contracts, documents, and other information relevant to the activities of the applicant.

Contract Terms

-  Grant contracts for Multi-Municipal Collaboration Grants funding shall be for a period of 12 months.
-  One (1) option to extend the terms of the contract for a period of six (6) months may be granted by ECGRA. Detailed, written justification for the contract extension shall be submitted to ECGRA for review and consideration.
-  If the funds allocated to the applicant are not expended on or before the expiration of the grant contract, including the extension period, the unused portion of funds shall be returned to ECGRA.

Closeout Requirements

-  All recipients of funds are required to submit an online closeout report at bit.ly/ECGRAgrants quantifying the progress toward accomplishing approved deliverables.
-  Closeout reports are due no later than July 31 of the following year.
-  All grant recipients will be required to submit financial documentation as part of the online closeout report.
-  **Non-compliance** with these requirements may prevent the grantee from obtaining funding or payment from any ECGRA grant program and/or funding from ECGRA's programmatic partners.
-  If it is determined that the grantee provided any material misrepresentations or that funds were used for activities not permitted under the terms of the grant contract agreement, the grant contract agreement will be considered in default and immediate repayment will be demanded. In addition, the matter may be referred to the appropriate authorities for investigation.

Section V. 2016 Grant Schedule

-  Thursday, January 14, 2016 – ECGRA releases the Multi-Municipal Collaboration Application & Guidelines and posts to bit.ly/ECGRAgrants.
-  Tuesday, February 17, 2016 – Grant workshop at 5240 Knowledge Parkway, noon – 1:00 p.m. or 5:00 – 6:00 p.m.
-  Thursday, May 12, 2016 – Applications must be submitted by midnight.
-  Thursday, June 9, 2016 – The ECGRA Board of Directors will approve funding recommendations.
-  Thursday, June 9, 2016 – Grant reception at 5240 Knowledge Parkway, 10:00 a.m. – 11:00 a.m.
-  Monday, July 11, 2016 – Final day to submit signed agreement letter.
-  Monday, July 31, 2017 – Final day to submit closeout report online at bit.ly/ECGRAgrants.

Revised February 18, 2016

Memorandum of Understanding For Multi-Municipal Collaboration Grants

WHEREAS, **[Primary Applicant]**, **[Partner 1]** and **[Partner 2]**, etc. have come together to collaborate and to make an application for ECGRA's Multi-Municipal Collaboration Grant; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which **[Primary Applicant]** will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services and funding to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Erie County Gaming Revenue Authority on or before **May 12, 2016**;

I) Description of Partner Agencies

For each member of the collaborative, provide some background on the agency, organization, authority or municipality and its work regarding the collaborative project.

II) History of Relationship

-  *Provide a brief history of the collaborative relationship between the partners, including when and under what circumstances the relationship began and when each partner joined the collaboration. Specify how often the collaborators meet.*
-  *Describe any changes in the collaboration, including an explanation or description of any new or additional partners that have been added, or any partners that would no longer participate.*
-  *Describe the critical and long-range goals of the collaboration.*

III) Development of Application

-  *Discuss the circumstances under which this application began and how recent collaboration aided in the development of the application.*
-  *Specify the extent of each party's participation in developing the application.*

IV) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

-  *Clearly state the roles and responsibilities each agency, organization, authority, or municipality will assume to ensure the success of the proposed project.*
-  *Describe the resources each partner will contribute to the project either through time, in-kind contribution, or with the use of grant funds, i.e., office space, project staff, training.*

 Identify the representatives of the planning and development team who will be responsible for planning, developing, and implementing project activities and describe how they will work together and work with project staff. Demonstrate a commitment on the part of all partners to work together to achieve stated project goals and to sustain the project once grant funds are no longer available.

- 1) **[Primary Applicant]** will provide **[specify type of program/assistance/service]** to the project including:
- 2) **[Partner 1]** will provide **[specify type of program/assistance/service]** to the project including:
- 3) **[Partner 2]** will provide **[specify type of program/assistance/service]** to the project including:
- 4) **[Primary Applicant]** and **[Partner 1]** will collaborate in the following manner:
- 5) **[Primary Applicant]** and **[Partner 2]** will collaborate in the following manner:
- 6) **[Partner 1]** and **[Partner 2]** will collaborate in the following manner:

V) Timeline

The roles and responsibilities described above are contingent on **[Primary Applicant]** receiving funds requested for the project described in the grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be **June 9, 2016 – June 9, 2017**.

VI) Commitment to Partnership

- 1) The collaboration service area includes **[specify municipalities in Erie County]**.
- 2) The partners agree to collaborate and provide **[specify type of service/assistance]** to project pursuant to the program narrative of the grant application attached to this agreement.
- 3) Grant funds for non-lead partners' contribution to this project will be provided as outlined in the attached budget detail worksheet.
- 4) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

Name: _____ [Title, Primary Applicant]	Signature: _____
Name: _____ [Title, Partner 1]	Signature: _____
Name: _____ [Title, Partner 2]	Signature: _____

Appendix B

Summary of Applicable Provisions of the

PREVAILING WAGE ACT

43 P.S. §§ 165-1 et seq

34 Pa. Code §§ 9.101 et seq

1. The Prevailing Wage Act (the “Act”), 43 P.S. §§ 165-1 et seq., and the various laws and regulations governing the Act apply to Public Works projects funded by the Erie County Gaming Revenue Authority (“ECGRA”). A Public Work is defined as including construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated costs of the entire project exceed \$100,000.

2. ECGRA fund recipients shall require their contractor, if any, and contractors shall agree to require their subcontractors, to comply with the Act and the associated laws and regulations issued pursuant thereto.

3. Wage rates paid workmen employed in the Work shall not be less than the rates determined in the applicable wage rate determination by the Secretary of Labor and Industry for the Commonwealth of Pennsylvania and no workmen may be employed in the Work except in accordance with the classifications in Secretary’s determination.

4. The recipient of ECGRA funds shall be required to obtain the aforementioned public wage minimum rate determination prior to drafting project specifications or engaging in a contract with a contractor on a Public Work project.

5. Workmen employed or working in the Work shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of the contractual relationship. Payments shall be at least once a week and be the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification, without deduction or rebate, on any account, either directly or indirectly, except authorized deductions.

6. The contractor and each subcontractor shall post, for the entire period of construction, the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the Work and at the places used by them to pay workmen their wages. The posted notice of wage rates shall comply with the requirements of the Pennsylvania Code, Title 34.

7. The contractor and subcontractor shall keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each workman employed by him in connection with the Public Work. The record shall include deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall be open at reasonable hours to

the inspection of ECGRA and to the Secretary of the Department of Labor and Industry or his authorized representatives.

8. Apprentices shall be limited to the numbers in accordance with a bona fide apprenticeship program registered with and approved by The Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the Apprenticeship and Training Act (43 P.S. §§ 90.1 – 90.10), as approved July 14, 1961, and the regulations issued thereto, shall be employed on the Public Work project. A workman using the tools of a craft who does not qualify as an apprentice shall be paid the rate predetermined for journeymen in that particular craft or classification.

9. Payment of compensation to workmen for work performed on a Public Work in a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and associated regulations, regardless of the resulting average hourly wage.

10. Each contractor and subcontractor shall file a statement each week and a final statement at the conclusion of the work with the recipient of ECGRA funds, under oath and in a form satisfactory to the Secretary of the Department of Labor and Industry, certifying that workmen have been paid wages pursuant to the contract and the Act, or if wages remain unpaid, to set forth the amount of wages due and owing to each workman respectively.

11. The provisions of the Act, and its associated regulations shall be incorporated by reference in each contract.

This document is provided solely for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to compliance with the Prevailing Wage Act. Use of this document does not create an attorney-client relationship between the user and legal counsel to ECGRA.