

## AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Erie County Gaming Revenue Authority ("ECGRA") and the Greater Erie Community Action Committee, Inc. ("GECAC"), a Pennsylvania nonprofit corporation (each a "Party" and collectively the "Parties").

WHEREAS, GECAC provides workforce development and related services, including the administration of youth workforce training and development programs; and

WHEREAS, ECGRA has awarded funding to GECAC for the Bright Futures Youth Summer Program (the "Program"), and the Parties desire to set forth the terms and conditions under which GECAC will provide the services described in this Agreement; and

WHEREAS, the Erie County Gaming Revenue Authority ("ECGRA"), and other entities have in the aggregate appropriated five hundred thirty-seven thousand, one hundred ninety-one dollars (\$537,191) for the Erie County Bright Futures (ECBF) Program, with two hundred sixty-seven thousand, one hundred ninety-six dollars (\$267,196) appropriated for Program Year 2026 and two hundred sixty-nine thousand, nine hundred ninety-five dollars (\$269,995) projected to be appropriated for Program Year 2027.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

- 1. SERVICES:** GECAC shall furnish all items, services, equipment, and reports as set forth in the attached scope of work and related program materials approved by ECGRA, which are incorporated herein by reference. GECAC agrees to provide such items and services to the satisfaction of ECGRA. Any disputes as to the interpretation of services to be performed or equipment or reports to be supplied under this Agreement shall be determined by ECGRA.
- 2. PAYMENT:** In consideration of the services provided under this Agreement and/or services set forth in the specifications, ECGRA agrees to pay GECAC in accordance with the payment terms set forth under Exhibit A, as approved by ECGRA and incorporated herein by reference.
- 3. TERM:** Subject to the terms and conditions set forth herein, the Agreement shall commence on the Effective Date and continue in full force and effect until December 31, 2027 (the "Term").
- 4. TERMINATION:** Either Party may terminate this Agreement with thirty (30) days' written notice to the other Party.
- 5. TERMINATION FOR NON-APPROPRIATION / FUNDING AVAILABILITY:** The Parties acknowledge that ECGRA's obligations under this Agreement are contingent upon the availability of funding and the continuation of grant, public, or other designated revenue sources supporting the Program.
- 6. DESCRIPTION OF WORK:** GECAC shall provide the work and services and activities as set forth and described in Exhibit B.

- 7. AMENDMENT:** This Agreement may be amended by the Parties only when such amendment is reduced to a writing and signed by authorized representatives and made a part hereof.
- 8. ASSIGNMENT:** GECAC shall not assign any part of this Agreement or its obligations and responsibilities hereunder to any party without the prior written approval of ECGRA.
- 9. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:**

During the performance of this Agreement, GECAC agrees as follows:

- a. GECAC shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or expression, age, national origin, disability, or any other characteristic protected by applicable law. GECAC shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any protected classification, including but not limited to recruitment, advertising, compensation, promotion, demotion, transfer, layoff, termination, and training, including apprenticeship.
  - b. GECAC shall in all solicitations or advertisements for employees placed by or on behalf of GECAC state that all qualified applicants will receive consideration for employment without regard to any protected classification.
  - c. GECAC shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of GECAC's commitments under this clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. GECAC shall furnish all information and reports requested by ECGRA for purposes of monitoring compliance with this provision.
  - e. GECAC shall include this provision in every subcontract or purchase order so that such provision shall be binding upon each subcontractor or vendor.
  - f. Refusal by GECAC or any subcontractor to comply with this provision may be grounds for withholding payments, disqualifying future participation, terminating this Agreement, or pursuing any other remedies available under applicable law or this Agreement.
- 10. RIGHT TO KNOW LAW:** To the extent applicable, GECAC acknowledges and agrees that records relating to the governmental or public function performed under this Agreement may be subject to disclosure in accordance with Pennsylvania's Right-to-Know Law, 65 P.S. section 67.101 et seq. GECAC shall promptly provide such records to ECGRA upon request so that ECGRA may fulfill any applicable legal obligations.
- 11. AUDIT AND INSPECTION:** Upon written request, ECGRA shall have the right, during normal working hours and for the duration of the Term of this Agreement and for four (4) years from the

expiration or termination of this Agreement, to access and examine any records of GECAC directly related to the services provided under this Agreement.

## **12. INSURANCE:**

GECAC shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the services rendered under this Agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limit specified herein, GECAC shall obtain other insurance coverage as may be required by law.

### **A. General Liability Insurance**

- Limits of Liability: \$1,000,000 in the aggregate per occurrence.
- Coverage: Premises operations, blanket contractual liability, personal injury liability, products and completed operations, and employees and volunteers as additional insureds where appropriate.

### **B. Workers' Compensation and Employers' Liability Insurance**

- Workers' Compensation: Statutory limits.
- Employers' Liability: Statutory or customary limits required by law.

### **C. Automobile Liability**

- Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- Coverage: Owner, non-owned, and hired vehicles.

### **D. Professional Liability Insurance**

- Limit of Liability: \$1,000,000 by claim and in the aggregate.
- Coverage for occurrences happening during the performance of services required under this Agreement shall be maintained in full force and effect under the policy. The policy shall include tail coverage for up to a two-year period of exposure, if applicable.

Within thirty (30) days of the execution of this Agreement, GECAC shall submit to ECGRA a Certificate of Insurance evidencing the required coverage and confirming that ECGRA is named as an additional insured where appropriate. Each policy shall provide that at least thirty (30) calendar days' prior written notice will be given to ECGRA before cancellation, non-renewal, or material reduction in coverage.

**13. SEVERABILITY:** It is the intent of the Parties that the provisions of this Agreement are severable. Should any part or provision hereof be declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect between the Parties.

- 14. COMPLIANCE WITH LAWS:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The Parties shall comply with all applicable federal, state, and local laws and ordinances.
- 15. INDEPENDENT CONTRACTOR:** GECAC is an independent contractor under this Agreement and, for no purpose whatsoever, shall be considered an employee, partner, or agent of ECGRA. GECAC shall be solely responsible for the compensation, benefits, taxes, insurance, and supervision of its employees, contractors, and agents, including all Program personnel.
- 16. INDEMNIFICATION:** GECAC agrees to indemnify, defend, and hold harmless ECGRA, its officers, board members, employees, agents, representatives, and assigns from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees, arising out of or related to GECAC's performance under this Agreement, except to the extent caused by the negligence or willful misconduct of ECGRA.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.**

Greater Erie Community Action Committee

Erie County Gaming Revenue Authority

By: \_\_\_\_\_

By: PERRY N WOOD

Signature: \_\_\_\_\_

Signature: 

Title: \_\_\_\_\_

Title: EXECUTIVE DIRECTOR

Email: \_\_\_\_\_

Date: 4-21-2026

Phone: \_\_\_\_\_

Date: \_\_\_\_\_