

Project Transfer Agreement

This is a Project Transfer Agreement ("Agreement"), dated as of _____, 2019, between Erie County Vocational-Technical School Foundation ("Foundation") and the Greater Erie Community Action Committee ("GECAC").

Background

- A. The Foundation has served as the owner of a project known as Career Street ("Project") since its inception in February of 2014. In this role the Foundation operated the Project, accepted grants and/or donations made to the Project; entered into the contract with the Project's Executive Director, with a termination date of June 30, 2019 and completed financial transactions on behalf of the Project.
- B. GECAC agrees to and accepts the transfer of all assets, contracts and tangible and intellectual property of the Project and plans to integrate the Project with the Erie Together Erie County's anti-poverty initiative.
- C. Both the Foundation and GECAC are exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("Code").
- D. In furtherance of their tax-exempt purposes, the Foundation wishes to transfer the ownership of the Project to GECAC, and GECAC wishes to accept from the Foundation, the Project, including all assets and liabilities in accordance with this Agreement.

Foundation and GECAC agree as follows:

1. Transfer of Project

1.1 Project Assets

Upon the terms and subject to the conditions of this Agreement, on the Effective Date (as defined in Section 2.1), the Foundation will transfer to GECAC all of the Foundation's ownership, right, title, and interest in and to the assets listed on **Exhibit A ("Project Assets")**. The Project Assets include all cash held by the Foundation as restricted assets dedicated exclusively to the Project ("**Project Cash**").

1.2 Excluded Assets

Notwithstanding Section 1.1, the Foundation is not transferring, and GECAC is not acquiring any of the programs, properties, assets (including cash), goodwill, or rights of the Foundation or any of its affiliates of whatever kind and nature, real or personal, tangible or intangible, which are not Project Assets.

1.3 Project Liabilities

In connection with transfer of the Project Assets, on the Effective Date, GECAC will assume all of the liabilities and obligations related to the Project, including, without limitation, those listed on **Exhibit B ("Project Liabilities")**.

2. Effective Date of Transfer

2.1 Effective Date - Closing

The transfer and delivery of the Project Assets and assumption of the Project Liabilities will take place on July 1, 2019 (the "Effective Date").

3. Cash Transfers and Reconciliation

3.1 Remaining Project Cash

Foundation will calculate the Project Cash balance as of the Effective Date ("**Remaining Project Cash**").

3.2 Initial Cash Transfer after the Effective Date

Within three business days following the Effective Date, the Foundation will transfer to GECAC, by check or wire transfer of immediately available funds, an amount equal to Ninety Percent (90%) of the Remaining Project Cash.

3.3 Holdback Cash

The Foundation will retain 10% of the Remaining Project Cash ("**Holdback Cash**") for up to fifteen(15) calendar days following the Effective Date ("**Holdback Period**"). The Foundation may use the Holdback Cash to reflect adjustments following the financial reconciliation process set out in Section 3.4.

3.4 Financial Reconciliation

The Foundation will perform an internal financial reconciliation of the Project Assets and Project Liabilities during the Holdback Period. The Foundation and GECAC agree and acknowledge that the Project Assets (including Project Cash) and Project Liabilities will be subject to adjustment for accounting or administrative error, payment of liabilities related to the Project which remained outstanding as of the Effective Date, or similar reasons. Following the reconciliation, the Foundation will (a) notify GECAC and increase or decrease, as applicable, the Holdback Cash amount by the amount of the adjustment if the Foundation determines that an adjustment is necessary; and (b) transfer to GECAC, by check or wire transfer of immediately available funds, any remaining Holdback Cash. If the Holdback Cash amount is insufficient or unavailable to satisfy the amount due to the Foundation following determination of the adjustment, then GECAC will pay to the Foundation the amount of any shortfall within 10 calendar days after the Foundation notifies GECAC in writing.

3.5 Other Fees and Expenses

Except as otherwise provided in this Agreement, the Foundation and GECAC will each pay all of its own fees and expenses incurred in connection with this Agreement. For clarity, GECAC will be responsible for any fees or expenses charged for transferring ownership of trademarks or domain names and any additional intellectual property included in the Project Assets.

4 Representations and Warranties of Foundation

Foundation represents and warrants to GECAC as follows:

4.1 Organization

Foundation is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of Pennsylvania and has all necessary corporate power and authority to own, lease, and operate its properties, assets, and to carry on its business as currently conducted and as contemplated by this Agreement.

4.2 Authority; Binding Nature of Agreement

Foundation has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement has been duly authorized by all requisite corporate action on the part of the Foundation.

4.3 No Conflict

Neither the execution and delivery of this Agreement by Foundation nor the consummation by the Foundation of the transactions contemplated by this Agreement will: (a) result in a violation by the Foundation of any provision of the articles of incorporation or bylaws of the Foundation; (b) result in a violation by the Foundation or entitle the other party to terminate any contract included in the Project Assets; or (c) result in a violation by the Foundation of any law or governmental regulation applicable to the Foundation, except in each case where such violation or termination would not have a material adverse effect on the Project or this Agreement.

4.4 Title to and Condition of Assets

Foundation has good title to or a valid ownership interest in all of the Project Assets, free and clear of liens, except for: (a) liens which do not materially detract from the value, or materially interfere with the present use, of the Project Assets; and (b) liens for taxes not yet due and payable. Foundation provides the Project Assets to GECAC on an “as is” basis and makes no further representation or warranty of any kind, express or implied, relating to the Project Assets, including, without limitation, implied warranties of the condition, quality, merchantability, fitness for any particular purpose, collectability, or enforceability of any of the Project Assets.

4.5 Litigation

As of the date of this Agreement, there is no lawsuit or other legal proceeding relating to the Project or this Agreement pending (or, to the knowledge of Foundation, being overtly threatened in writing) against Foundation before any court of competent jurisdiction or arbitrator.

5 REPRESENTATIONS AND WARRANTIES OF GECAC

GECAC represents and warrants to Foundation as follows:

5.1 Organization

GECAC is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of Pennsylvania and has all necessary corporate power and authority to own, lease, and operate its properties and to carry on its business as currently conducted and proposed to be conducted as contemplated in this Agreement following the Effective Date.

5.2 Authority; Binding Nature of Agreement

GECAC has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement has been duly authorized by all requisite corporate action on the part of GECAC.

5.3 No Conflict

Neither the execution and delivery of this Agreement by GECAC nor the consummation by GECAC of the transactions contemplated by this Agreement will: (a) result in a violation by GECAC of any provision of the articles of incorporation or bylaws of GECAC; (b) result in a violation by GECAC or entitle the other party to terminate any contract to which GECAC is a party; or (c) result in a violation by GECAC of any law or governmental regulation applicable to GECAC, except in each case where such violation or termination would not have a material adverse effect on the Project or this Agreement.

5.4 Insurance

GECAC has obtained, or will obtain, insurance coverage for the Project's operations and properties that is customary for a business of the type and scope of the Project, which will be effective on the Effective Date.

5.5 Litigation

As of the date of this Agreement, there is no lawsuit or other legal proceeding relating to the Project or this Agreement pending (or, to the knowledge of GECAC, being overtly threatened in writing) against GECAC before any court of competent jurisdiction or arbitrator.

5.6 Independent Investigation

As the Effective Date of this Agreement, GECAC will have conducted its own independent investigation, review, and analysis of the Project, and acknowledges that it has been provide adequate access to the Executive Director, the properties, assets, premises, books and records, and other documents and data of the Project for such purpose. GECAC acknowledges and agrees that: (a) in making its decision to enter this Agreement and to consummate the transactions contemplated hereby, GECAC has relied solely upon its own investigation and the express representations and warranties of the Foundation in Article 4 of this Agreement; and (b) neither GECAC nor any other party has made any representation or warranty as to the Project, the Foundation or this Agreement, except as expressly set forth in this Agreement.

6 COVENANTS

After the Effective Date, the Foundation and GECAC will perform the following covenants:

6.1 Use of Project Assets

GECAC will use, and will ensure that the Project's Executive Director uses, the Project Assets, including Project Cash, only for Project-related purposes and to further its mission and tax-exempt purposes under Section 501(c)(3) of the Code and other applicable laws. For clarity, GECAC will not use Project Assets to influence legislation in violation of the Code, to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, or to cause any private inurement or improper private benefit to occur.

6.2 Project Branding and Materials

GECAC will ensure that all Project materials and external communications, including, without limitation, any website, letterhead, registration forms, grant proposals, fundraising solicitations, donation acknowledgments, and contracts, do not indicate that the Project is a sponsored project of Foundation. For clarity, GECAC may permit the Project to use and disclose the Project's historical financial information and donor lists in furtherance of its mission and operations.

6.3 Payments and Correspondence

If Foundation receives amounts that represent revenue of the Project and which are included in the Project Assets, then Foundation will forward such amounts to GECAC for a period of six (6) months from the Effective Date. Foundation will also forward to GECAC any correspondence or other communications, including, without limitation, any written or email inquiries about the Project or correspondence relating to accounts payable or other items included in the Project Liabilities.

6.4 Confidentiality

Except as may be required by law, neither GECAC nor Foundation will use or disclose to any third party confidential or proprietary information provided by the other, including, without limitation, trade secrets and proprietary information, Project plans and strategies, technical data and research (“Confidential Information”), for any purpose other than carrying out its obligations under this Agreement, without first having obtained the prior written consent of the disclosing party. Confidential Information does not include information that is generally available to the public, information already known by the receiving party before entering into this Agreement, or information the receiving party independently develops.

6.5 Public Disclosure

Except as may be required by law: (a) Foundation and GECAC will consult with each other before issuing any press release; and (b) neither Foundation nor GECAC will issue any such press release or make any such public statement or disclosure without the prior approval of the other.

6.6 Books and Records

Foundation may retain an archival copy of any books and records included in the Project Assets and will keep any Confidential Information included in those books and records in accordance with Section 6.4.

6.7 Further Assurances

Each of Foundation and GECAC will, at the request of and without cost or expense to the other, execute and deliver such agreements and take such other actions as may reasonably be requested in order to more effectively consummate the transfer of the Project Assets, assumption of the Project Liabilities, and the other transactions contemplated by this Agreement. Such agreements may include, without limitation, documents assigning and recording with the United States Patent and Trademark Office and any other appropriate agencies registered patents, trademarks, and other intellectual property rights included in the Project Assets.

7 INDEMNIFICATION

7.1 Survival of Representations and Warranties

All representations and warranties of Foundation and GECAC contained in this Agreement will terminate and expire on, and will cease to have any further force or effect following, the twelve (12)-month anniversary of the Effective Date.

7.2 Indemnification by Foundation

From and after the Effective Date, Foundation will defend, indemnify, and hold GECAC, its directors, officers, employees, agents, and assigns harmless against any liabilities, losses, damages, and expenses (collectively, “Losses”) resulting from any material inaccuracy in the representations and warranties of Foundation set out in Section 4.

7.3 Indemnification by GECAC

From and after the Effective Date, GECAC will defend, indemnify, and hold Foundation and its affiliates, directors, officers, employees, agents, and assigns harmless against any Losses resulting from: (a) any material inaccuracy in the representations and warranties of GECAC set out in Section 5; (b) the Project Liabilities; or (c) operation of the Project, including any act or omission of GECAC relating to the Project, after the Effective Date.

8 MEDIATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9 GENERAL PROVISIONS

9.1 Entire Agreement

This Agreement, together with its exhibits, expresses Foundation's and GECAC's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Foundation and GECAC relating to its subject matter.

9.2 Amendment

This Agreement may be amended only as stated and by a writing signed by both Foundation and GECAC which recites that it is an amendment to this Agreement.

9.3 Severability

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

9.4 Waiver

Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.5 Assignment

Neither party may, directly or indirectly, assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other party.

9.6 Third-Party Beneficiaries

Except as specifically provided in Sections 7.2 and 7.3, this Agreement is for the exclusive benefit of Foundation and GECAC, and not for the benefit of any third party including, without limitation, any of the Project contractors or any affiliate, donor, vendor, or client of Foundation or GECAC.

9.7 Notices

Notices, approvals, and consents under this Agreement must be in writing and delivered to Foundation and GECAC by mail, courier, fax, or email to the contact persons identified on the signature page.

9.8 Governing Law

This Agreement is governed by Pennsylvania law.

This Agreement was signed by the parties as of the date stated in its first paragraph:

**Erie County Vocational-Technical School
Foundation**

By: _____
Name: James Bucksbee
Title: President

Foundation's contact person

Name: Terri Birchard
Title: Business Manager
Email: tbirchard@ects.org
Telephone: 814.464.8662

Greater Erie Community Action Committee

By: _____
Name: Danny Jones
Title: Chief Executive Officer

GECAC's contact person

Name: Georgia L. Del Freo
Title: Vice President/ Operations
Email: gdelfreo@gecac.org
Telephone: 814.870.5402

Exhibits

Exhibit A: Project Assets
Exhibit B: Project Liabilities
Exhibit C: Website hosting agreement
Exhibit D: Grant agreement
Exhibit E: Epic Web Studios Statement

Exhibit A

Project Assets

Financial

1. Project Cash- PNC Account: #60-0937-8891 in the approximate amount of \$32,000
2. Any grants receivable dedicated exclusively to the Project
3. Any accounts receivable exclusive to Project and credit balances, advances, and deposits received or attributed exclusively to the Project
4. Pre-paid asset Epic Web Studios, \$110 website maintenance July and August 2019 payments Exhibit E

Tangible property and records

5. Any printer or software (including the related licensing and support agreements for the use of such software) associated with the Project.
6. Program and financial records, donor list, Project correspondence, and other documents, including email and written documents relating exclusively to the Project
7. Newsletters, brochures, mailing lists, marketing materials, fundraising materials, stationary, client files, Newspapers in Education articles, coloring books and other written or printed materials used exclusively for the Project

Intellectual property

8. The Project's copyrights, trademarks, and logos:
9. The Project's website and URL:
 - a. www.careerstreeterie.org
 - b. www.careerstreet.org
 - c. www.careerstreeterie.com
 - d. www.summerjamerie.com
10. The Project's social media accounts, including the following:
 - a. Facebook: <https://www.facebook.com/CareerStreetErie/>
 - b. Twitter: <https://www.Twitter.com/@CareerStreet>

Contracts

11. Website hosting agreement, dated February 14, 2018, between Foundation and Fuselab Creative, attached hereto as Exhibit C
12. Grant agreement, dated November 27, 2018, between Foundation and Erie Women's Fund, attached hereto as Exhibit D

Exhibit B

Project Liabilities

1. All obligations under all contracts included in the Project Assets, including the Fuselab Creative Agreement, attached hereto as Exhibit C
2. Any account payables related to the Project
3. Any obligations under the Erie Women's Fund Grant Agreement, attached hereto as Exhibit D
4. All fees owed to Epic Web Studios for website hosting
5. Career Street 1.0 careerstreeterie.org Network Solutions \$39/year Domain Registration
6. Career Street 1.0 careerstreeterie.com Network Solutions \$39/year Domain Registration
7. Career Street 2.0 careerstreet.org GoDaddy \$22/year Domain Registration

Exhibit C



SERVICES AGREEMENT

This Consulting and Advisory Services Agreement (the "Agreement") is made and entered into as of February 14th, 2018 (the "Effective Date") by and between Eric County Vocational Technical School Foundation, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, with a principal place of business at 8500 Oliver Road, Erie, PA 16509 (the "Client") and FuseLab Creative, LLC it's a limited liability company organized under the laws of the Commonwealth of Virginia, with a principal place of business at 1775 Tysons Blvd., Tysons Corner, VA 22102 (the "Developer"). The Client desires to retain Developer as an independent contractor to perform certain consulting and advisory services for the Client, and Developer is willing to perform such services, on the terms described below and according to the statement of work and cost estimate included herein. In consideration of the mutual terms contained herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. Definitions

The following Terms and Conditions document is a legal agreement between the Developer', and the Client for the purposes of website design or development. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

The Developer is an Internet web design provider offering the Client graphic design, HTML, CSS, Javascript, PHP, WordPress and other related computer-programming languages.

2. Acceptance of Work

Quotations are valid for one hundred and twenty (120) days from date of issue.

Additional work requested by the Client that is not specified in the agreed quotation is subject to an additional quotation by the Developer on receipt of specification. If the work is needed as part of an existing project, then this may affect time scale and overall delivery time of the project.

If a functional specification and a set of testing criteria is included within the quotation, the Developer is responsible for fulfilling the testing criteria as the sole criteria for completion of the contract.



3. Permission and Copyright

Copyright of the completed web designs, images, pages, code and source files created by the Developer for the project shall be with the Client upon final payment.

The Client hereby agrees that all media and content made available to the Developer for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend the Developer from any claim or suit that may arise as a result of using the supplied media and content.

The Client agrees that the Developer may include development credits and links within any code or website the Developer designs, builds or amends for the Client. Development credits shall be included within code, but not displayed on a web browser, and/or displayed as a development credit at the footer of the Client's website.

The Client agrees that the Developer reserves the right to include any work done for the Client in a portfolio of work.

The Client agrees to abide by the terms of any third party software or media included within any work done for the Client.

4. Material

The Developer reserves the right to refuse to handle:

1. Any media that is unlawful or inappropriate.
2. Any media that contains a virus or hostile program.
3. Any media that constitutes harassment, racism, violence, obscenity, harmful intent or spamming.
4. Any media that constitutes a criminal offense, or infringes privacy or copyright.

5. Domain names and Hosting

The Developer can, at its own discretion, but is not obliged to, offer domain name registration and hosting via a third party service.

The Client agrees that registration of a domain name does not provide endorsement of the right to use the name. The Client is responsible for ensuring they have due title to the domain name. The Developer holds no liability and the Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's registration of a domain name.

The domain name is registered in the Client's own name, with the address and contact details of the Developer. The Client should be aware that a domain name is registered with a third party and as such the Client shall agree to fully abide by the terms and conditions set out by the third party for such services.

The Client agrees to take all legal responsibility for use of third party domain name and hosting services and supply truthful details to the third party services.

The Client is liable to pay the Developer for any domain name registrations and the initial set-up of the hosting if included as part of the website build.



Any support relating to the domain name, hosting and email services is between the Client and the third party service.

Any other domain name and hosting services or costs not included by the Developer, including but not limited to further domain name registration fees, domain name transfer charges, yearly domain name renewals, hosting charges, yearly hosting renewals, hosting upgrades, extra disk space, bandwidth and any other related or hidden charges, are to be paid by the Client to the third party services. A Third Party Fee Schedule is attached and incorporated into this Agreement as Exhibit A.

The Client agrees to pay the domain name and hosting fees as soon as required by the third party. Any modifications needed to the domain name or hosting services are to be made between the Client and third party service.

The Client agrees that if at any time their contact details, including email address, change, it is their responsibility to contact the third party and update their contact details. Failure to do so may mean that renewal invoices for the domain name and hosting services are not received by the Client.

The Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account that the Developer requires to upload the website if required as part of a project.

The Client agrees to be liable for their use of the domain name, hosting and email services with the third party and hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services.

The Client agrees to take full responsibility for all usage of the domain name, hosting and email services and to fully abide by the terms and conditions set out by the third party for such services.

6. Projects

The Client agrees that an HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by Internet browser software. The Developer agrees to try to match the design as closely as is possible when building the code.

During a website project it is important that the Client communicates information to the Developer to achieve the required result.

All alterations are to be requested in writing by the Client. Upon completion of agreed design, the Client is asked to confirm in writing that the design and the screen size is signed off as complete and agree that any further design alterations are chargeable. Alterations in the design are included in the Scope of Work for the Client attached to the Agreement.

17. Optimization

If optimized pages are included as part of the project, the Developer will optimize the Client's web pages that already make up part of the project. Optimized pages are not creation of new pages. The optimization of the web pages can include the meta-tags, keywords, description, title, alt tags and text provided by the Client.

The Developer endeavors to create pages that are accessible to search engines.

Upon request, the Developer can create a copy of the website on a thumb drive to be delivered to the Client on project completion.

Once the project is completed, the Developer will upload the website to the Client's live web address if included as part of a project.

make updates. However, the Client agrees that in so doing they assume full responsibility for any issues, which occur as a result of changing the code themselves.

The Developer will keep a copy of the site and design source files when a website project is being worked on.

8. Payment Terms

Prices are subject to change without notice.

All invoices must be paid in full within 30 days of the invoice date, except where agreed at the Developer's own discretion. If not paid, the Developer may charge the Client, as a late fee, interest at an annual rate of 6% on any outstanding unpaid amounts.

The Developer reserves the right to decline further work on a project if there are invoices outstanding with the Client.

Before any work begins by the Developer, an agreed to deposit amount must be paid to the Developer, usually 30% of total estimated budget.

9. Liability and Warranty Disclaimer

The Developer provides their website and the contents thereof on an 'as is' basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose.

The Developer endeavors to provide a website within given delivery time scales to the best of its ability. However, the Client agrees that the Developer is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery time scale.

The Client agrees that the Developer is not liable for any failure to carry out services for reasons beyond its control, including but not limited to acts of God, telecommunication problems, software

failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

The Developer is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

If, after handover of files, errors are found in code the Developer has created and the standard development platform, or the domain name set-up or hosting set-up have been changed, the Developer shall correct the errors, free of charge.

Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, the Developer reserves the right to cancel forthwith any projects and invoice the Client for any work completed.

The Developer shall have no liability to the Client or any third parties for any damages, including but not limited to claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or website, even if the Developer has been advised of the possibility of such damages.

Client agrees that it is their responsibility to comply with applicable laws and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise but not



limited to new legislation compliance, software compatibility and web standards. The Client agrees that the Developer is not liable for any failure to inform or implement these updates to their site. The Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

10. Indemnification

The Client agrees to use all Developer services and facilities at their own risk and agrees to defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Developer or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties.

The Client agrees that this indemnification extends to all aspects of the project, including but not limited to website content and choice of domain name.

The Client also agrees to indemnify, hold harmless and defend, the Developer against any liabilities arising out of injury to property or person caused by any product or service sold by the Client or any service provided or agreed to be provided or by third parties, including but not limited to infringement of proprietary rights, misinformation, infringement of copyright, delivery of defective services or products that are harmful to any company, person, business, or organization.

11. Nondisclosure

The Developer and any third party associates agree that, unless directed by the Client, it will not at any time during or after the term of the Agreement disclose any confidential information learned regarding Client's operations. The Client agrees that it will not convey any confidential information about the Developer to another party, unless directed by the Developer.

12. Miscellaneous

If either the Client or the Developer determines that the opposite party has breached a covenant or provision of this Agreement, the Client and the Developer shall each have the right to terminate this Agreement, giving thirty (30) days prior written notice of termination to the opposing party.

Any and all matters pursuant to this agreement are governed by the Commonwealth of Pennsylvania. All disputes arising under this Agreement shall be brought in the Court of Common Pleas of Erie County or the United States District Court for the Western District of Pennsylvania.

This Agreement has been properly executed on behalf of the parties hereto and any and all actions which are or may be necessary to fully authorize the parties to enter into this Agreement have been properly performed. The parties hereto have the full right, power, and authority to enter into and consent to this Agreement, and consummate the transactions contemplated by this Agreement.

This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, signed by all parties.

This Agreement may be executed in several or separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

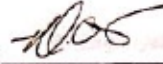


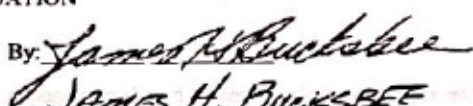
The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion hereof will not affect the validity or enforceability of any other provision of portion hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting and Advisory Services Agreement as of the date first written above.

FUSE LAB CREATIVE LLC

ERIE COUNTY VOCATIONAL TECHNICAL SCHOOL
FOUNDATION

By: 

By: 

Name: Marc Caposino

Name: JAMES H. BUCKSBEE

Title: CEO

Title: Board President

STATEMENT OF WORK

Site Structure

The initial home page of the site should be an introduction to the mission, model, and successes of Erie County Vocational Technical School Foundation ("ECTF") and the Career Street Product ("CS") in various communities. The new homepage is meant to promote the CS model as a program that regions can adopt to improve workforce preparation in their own communities. It should: 1) invite interested communities to learn about and consider deploying the CS model, and 2) clearly direct current existing CS partners to login and access the programming options for their region.

The home site should guide visitors to identify the ECTF office in their region. It should take them to a subordinate site where they can access specific information about their region's office and available programming. The only current regional office will be Erie, PA, the home office of ECTF. By structuring the Erie office as a regional office co- equal in appearance to future regions, the subordinate site for Erie can act as an example of how future locations can expect their own site to look, function, and relate to the umbrella brand.

All regional subordinate sites should share a single CS database of employers, educators, events, and metrics.

1. The Home Site will require at a minimum:

a) Homepage

- 1) Introduction to the mission, model, and successes of CS
- 2) Invitation for the participation of employers and of educational institutions
- 3) Redirect for visitors to learn about or launch a CS in their region
- 4) Redirect to regional site for existing CS partners

b) About CS

c) Summary of CS programs

2. Subordinate Sites will require:

a) Homepage



FUSELAB CREATIVE

- Content and information related to the particular community

b) About

- Content introducing CS generically as well as the specific staff and board of the particular region

c) Experiences

- The database of available experiences in a region; experiences should be searchable by employer, industry sector, school, organization

d) Employers

- The list of employers offering experiences; experiences should be searchable by employer and by industry sector (e.g. manufacture, health care, etc.)

e) Organizations

- The list of organizations offering experiences; experiences should be searchable by organization, by type, and by industry.

f) Educators

- The list of schools offering experiences; experiences should be searchable by school, by type, and by industry

g) Registration

- Ability for visitors to register an account, which can view, sign up for, and create potential career exploration experiences

3. Overall requirements are:

a) Ongoing SEO management

b) Responsive design for mobile

c) ADA WCAG 2.0 AA compliance or better

d) Ability to deploy regional pages for each of the subordinate sites (This can start out being deployed by the vendor, but would like to bring in-house when staff support is available)

e) Ability to embed videos (some experiences may be virtual)

f) Easily searchable experience database, refined by distance, student capacity, video, etc.

g) Secure scalable CMS

h) Post-launch maintenance and management options and pricing



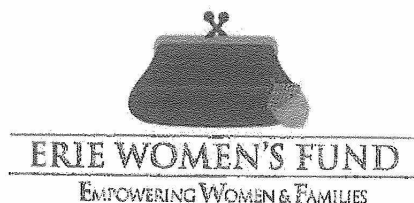
PROPOSED COSTS PER FUSELAB CREATIVE PROPOSAL

Design Service / Component	Cost	Proposer's Comments
Foundational Strategy/Research:		
Stakeholder and Audience Research	\$6,000	
Digital Strategy	\$3,000	
Design: Homepage & 2 Additional Pages		
UX Wireframes	\$1,620	
UI graphic Design	\$2,640	
Mobile	\$1,320	mobile designs based on final direction, plus two rounds of revisions
CSS/HTML	\$1,800	
Design: Subordinate Sites		Based on Homepage and 6 additional pages, including a registration page
UX Wireframes	\$1,920	
UI graphic Design	\$3,360	
CSS/HTML	\$3,600	
Project Management	\$5,802	Based on 20% of total project cost.
Hosting: (monthly fee)	\$50	Includes: Custom domain, jetpack essential features, live chat from hosting provider, unlimited themes, Unlimited storage, google analytics, SEO tools.
Logo/Brand Development	\$4,700	
TOTAL:	\$35,812	

Optional:		
Ongoing SEO management	\$4,000	Monthly fee
Maintenance Support	\$70	As needed hour fee

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Exhibit D



THE ERIE WOMENS FUND

GRANT AGREEMENT

Grantee Organization: Erie County Vocational Technical School Foundation

Primary Contact Person: Jennifer Pontzer, Executive Director

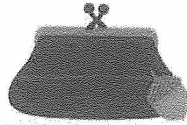
Project Title: Career Street Worksite Tour Deployment

Grant Award: The Erie Women's Fund, a donor advised fund of The Erie Community Foundation, has awarded a grant in the amount of \$5,000.00 to the Erie County Vocational Technical School Foundation for **Career Street Worksite Tour Deployment**. The Fund will remit payment upon receipt of a fully completed and executed copy of this grant agreement.

- **General Terms and Conditions**
 - Grantee will utilize funding only for the purposes outlined in the official grant award notification letter and to achieve the objectives as outlined in the proposal. Grantee also agrees to all other conditions or terms as outlined in the official grant award notification letter.
 - Grantee must return the signed grant agreement within three months of the award notification date.
 - The Erie Women's Fund reserves the right to terminate this grant should the Grantee fail to comply with the terms and conditions of this agreement.
 - Any unused portion of grant funding must be returned to the Erie Women's Fund at the end of the grant term.
 - Grantee agrees to notify the Erie Women's Fund of any change in tax-exempt status, executive director, or ability to execute the grant and use grant funds for the stated purpose of the grant.
 - Grantee agrees to provide a copy of any report, publication or product of the grant, if requested by the Erie Women's Fund.
- **Grant Payments**
 - The grant payment will be made upon receipt of a signed copy of this agreement and certification from the grantee that funds will be used for specified purposes.

 **The Erie Community Foundation**
459 West 6th Street | Erie PA 16504
www.ErieCommunityFoundation.org
814.454.0843

The Erie Women's Fund is a Donor Advised Fund of The Erie Community Foundation



ERIE WOMEN'S FUND

EMPOWERING WOMEN & FAMILIES

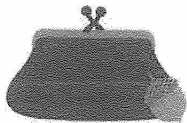
- Upon receiving the grant funds, the grantee then has twelve (12) months to use the funds or the grant shall be rescinded and the monies returned to the Erie Women's Fund, unless an extension is granted.
- **PROJECT CHANGES**
 - Before any significant changes are made in the project goals and objectives, expected outcomes, project budget or project staff **approval must be received, in writing, from the Current Chairperson of the Steering Committee.** Any variance of \$2,500 or 10% in a line item of the project budget will require similar approval.
- **Grant Reports and Evaluation**
 - All grants will be evaluated based upon the proposed outcomes as outlined in the approved grant proposal.
 - **Required reporting** includes:
 1. ***Six Month Report:*** An interim progress report due six months after the receipt of the grant award payment. For those projects that are completed within this time frame, the six month report will become the final report for the grant. No other reports will be needed.
 2. ***Twelve Month Report:*** If necessary, a twelve month report will be due two months after the end of the grant period.
 - The Erie Women's Fund will not consider any new applications unless all required reports are submitted and approved.
- **Grant Publicity**
 - The grantee agrees:
 1. To recognize The Erie Women's Fund, a donor advised fund of The Erie Community Foundation in all publicity concerning the grant using the following: "This project is made possible by a grant from The Erie Women's Fund."
 2. To provide copies of all promotional/publicity relating to this grant in the grant reports.
- **Release of Funds**
 - The Erie Women's Fund will release grant funds when requested by the organization.



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ERIE WOMEN'S FUND

EMPOWERING WOMEN & FAMILIES

ACKNOWLEDGEMENT

We hereby acknowledge that we have read this grant agreement and any enclosed materials. Further, we understand and will adhere to the terms and conditions outlined in this agreement.

Organization Executive Director:

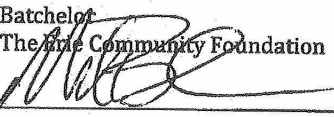
Signature: 

Printed Name: Jennifer Pontzer

Date: 12-6-18

Please provide the date on which the grant payment is needed: 12-10-18

Michael L. Batchelor
President, The Erie Community Foundation

Signature: 

Date: 11/27/18

*Please sign and return one copy of this grant agreement and keep the other one for your records.



The Erie Community Foundation

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Exhibit E

UNPAID

INVOICE: **Invoice #6149** INVOICE DATE: **November 1, 2018** PAYMENT DUE: **November 16, 2018**



Career Street
208 E. Bayfront Parkway
Erie, PA 16507

Account Number: #191
Phone #: (814) 454-7191
Fax #: (814) 459-0241

DESCRIPTION	UNIT PRICE	QTY	TOTAL
Annual Website Hosting (9/1/2018 - 8/31/2019)	\$660.00	1.00	\$660.00
Subtotal:			\$660.00
Total Due:			\$660.00

Payment Options

Make checks payable to: Epic Web Studios, 901 French Street, Erie, PA 16501
If you would prefer to pay by credit card, you can pay online at the following link:
<https://pay.epicwebstudios.com/6149/aa12bd944e>

Invoice and Payment Disclaimer:

Upon availability of this invoice, payment is required in full within 15 days of posted invoice date. If payment is not recieved within this initial 15 day period, we reserve the right to issue a overdue fee of 15% of the complete calculated invoice total.

ERIE COUNTY VOCATIONAL-TECHNICAL SCHOOL FOUNDATION

Epic Web Studios					1394
Date	Type	Reference	Original Amt.	Balance Due	11/1/2018
11/1/2018	Bill	6149	660.00	660.00	Discount
				Check Amount	Payment
					660.00
					660.00

ash -PNC -Career St Annual Website Hosting

660.00

0 M/P CHECK

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