



Minutes for Meeting Book - October 25, 2023 Board of Trustees Regular Meeting

10/25/2023 | 05:00 PM - (GMT-05:00) Eastern Time (US & Canada)

EC3 Erie West

Attendees (10)

President Chris Gray PhD; Executive Assistant Renee Triana; Executive Vice President Guy Goodman; CFO Frank Moore; Assistant Vice President Keri Bowman; Dean Stuart Blacklaw; Dean Rebecca Walker; IT Director Chris Ray (via Zoom); Attorney Rachel Downey Glasoe; and Solicitor Tim Wachter.

Call to Order

Time: 5:00pm

Roll Call

Trustee	Roll Call
Justin Gallagher	Y
Secretary Kurt Hersch	Y
Robert Merrill	Y
Rev. Dr. Charles Mock	Not Present
Msgr. David Rubino	Not Present
Vice Chairperson Michael Victor	Y
Christina Vogel	Y
Annette Wagner, M.D.	Not Present
Chairperson Cheryl Rush Dix	Y

Approval of September 27, 2023 Regular and Annual Meeting Minutes (pg. 28-28)

Trustee	Motion 1	Vote
Justin Gallagher	1	Y
Secretary Kurt Hersch	2	Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor		Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to approve the September 27, 2023 Regular Meeting Minutes was approved unanimously via voice vote.

Public Participation

None

Communication

A. President's Report: Dr. Gray thanked Vice President Goodman for coordinating with GECAC on their GED graduation to be held at the College at the end of January. He also highlighted the increase in fall enrollment, 15% over goal. Dr. Gray attributed it to putting additional resources into marketing and messaging as well as open houses, instant enrollment days, and community events. He thanked Marketing and Communications Director Elise Michaux for her efforts. The trustees asked for a future marketing presentation with more detail.

B. Finance Committee: Chair Gallagher noted that it was the first committee meeting with new CFO Frank Moore present, so more philosophical items were discussed. The College is still looking for their operational funding from the state. Dr. Gray reported that there was no update at the President's retreat. The College does not need a line of credit and is confident that they do not need to take additional action at this time. Chair Gallagher commented that the Committee will continue to watch cash flow and monitor the budget in future months.

C. Chairperson Report: The Chairperson listed the events that she attended since the last Board meeting including the NPRC articulation signing and committee meetings.

Chairperson Rush Dix listed the committee appointments as follows: Academic Committee-Chair Trustee Msgr. Rubino, Trustee Hersch, and Trustee Merrill; Finance Committee -Chair Trustee Gallagher, Trustee Hersh and Trustee Vogel; Personnel Committee-Chair Trustee Merril, Trustee Wagner, and Trustee Mock; Executive Committee-Chair Trustee Rush Dix, Trustee Victor, Trustee Hersch, and Trustee Gallagher.

D. Other-None

Presentation Data Book

This is the first presentation of the Data Book by Executive Vice President Guy Goodman. The information contained is from 2021-2023 and is the summation of aggregated and disaggregated information. The executive summary sets the tone and tells the story of where the College was and is in terms of KPI (Key Performance Indicators) one through three which include enrollment, retention and student success. This Data Book will become an annual report that will eventually build in KPI's four and five which includes transfer students and job placement. Currently there isn't enough data in KPI four and five to report. There are intersections of data that include students taking online classes and student ethnicity. The College will review the data in terms of student success and evaluate areas that need improved upon; the learning gaps that occur across a specific demographic of students and what additional service strategies the College can use to close the gap.

The Trustees asked questions pertaining to marketing, spring enrollment projections, and praised the Deans and faculty for increasing the student success rate from 64% to 82%. Dr. Gray attributed this to a very committed Student Success staff and faculty as well as the College's model of best practices which include quicker intervention.

New Business-Resolution to Appoint Frank Moore as EC3 Treasurer [Board Report #23-50] (pg. 6)

EC3's new CFO is being appointed as treasurer replacing Denny Matthews. Mr. Matthews will stay on as a consultant but is phasing out.

New Business Continued-Resolution to Appoint Frank Moore as EC3 Treasurer [Board Report #23-50] (pg. 6)

Trustee	Motion 2	Vote
Justin Gallagher	2	Y
Secretary Kurt Hersch	1	Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor		Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to appoint Frank Moore was passed unanimously via voice vote.

New Business-Resolution to Approve Board of Trustee Regular and Annual Meeting Dates From November 2023-November 2024 [Board Report #23-51] (pg. 7)

Trustee	Motion 3	Vote
Justin Gallagher	1	Y
Secretary Kurt Hersch	2	Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor		Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to approve the Board of Trustee Regular and Annual Meeting Dates from November 2023-November 2024 was passed unanimously via voice vote.

New Business-Resolution to Adopt Sublease with the Northern Pennsylvania Regional College for Instructional Space and Equipment from September 1, 2024 Through October 1, 2025 Pending Legal Review [Board Report #23-52] (pg. 8)

Trustee	Motion 4	Vote
Justin Gallagher		Y
Secretary Kurt Hersch	2	Y
Robert Merrill	1	Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor		Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to approve the sub lease agreement with the Northern Pennsylvania Regional College pending legal review of the final lease.

New -Resolution to Approve Non-Credit Workforce Partnership with the Northern Pennsylvania Regional College (NPRC) [Board Report #23-53] (pg. 9-14)

Trustee	Motion 5	Vote
Justin Gallagher	1	
Secretary Kurt Hersch	2	
Robert Merrill		
Rev. Dr. Charles Mock		
Msgr. David Rubino		
Vice Chairperson Dr. Michael Victor		
Christina Vogel		
Annette Wagner, M.D.		
Chairperson Cheryl Rush Dix		

There was discussion after the motions which led to the business being tabled.

Dr. Gray explained the reasoning behind the idea of partnering. The trustees discussed the co-branding and use of College resources. There was discussion to review and revise the agreement further and for the Executive Committee to review prior to the next board meeting.

Motion to Table New Business- Resolution to Approve Non-Credit Workforce Partnership with the Northern Pennsylvania Regional College (NPRC) [Board Report #23-53] (pg. 9-14)

Trustee	Motion 5a	Vote
Justin Gallagher	1	Y
Secretary Kurt Hersch		Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor	2	Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to table the resolution to approve a non-credit workforce partnership with NPRC was approved unanimously via voice vote.

New Business- Resolution to Direct Administration to Sign Cooperation Agreements with the Erie County Redevelopment Authority and Erie County [Board Report #23-54] (pg. 15-18)

It was confirmed that ECRDA will receive 1% of the state budgeted project cost for administration of the grant. Solicitor Wachter pointed out that the language within the agreement ensures that ECRDA has no project development authority and only reviews the plans to ensure RACP acceptance and compliance, but they have no ability to tell the College how to carry out the project specifics. The College is identified as subgrantee of Erie County because the funds were awarded in 2010 prior to the College’s formal existence. There is no role for the county with the exception of a pass-through entity.

New Business Continued- Resolution to Direct Administration to Sign Cooperation Agreements with the Erie County Redevelopment Authority and Erie County [Board Report #23-54] (pg. 15-18)

Trustee	Motion 6	Vote
Justin Gallagher	1	Y
Secretary Kurt Hersch	2	Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor		Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to direct administration to sign agreements with the Erie County Redevelopment Authority and Erie County.

New Business-Resolution to Direct Administration to Submit Project Management Proposal for the Redevelopment Assistance Capital Program (RACP) [Board Report #23-55] (pg. 19)

The College will prepare the proposals based on ECRDA recommendations. Once a project is awarded, the next step would be to solicit architectural bids to determine the actual project costs and a construction manager that works with RACP. Solicitor Wachter confirmed future agreements can include a start date and an end date of the project with penalties to ensure construction costs do not escalate. All these additional items would come before the Board of Trustees for approval.

New Business Continued-Resolution to Direct Administration to Submit Project Management Proposal for the Redevelopment Assistance Capital Program (RACP) [Board Report #23-55] (pg. 19)

Trustee	Motion 7	Vote
Justin Gallagher	1	Y
Secretary Kurt Hersch		Y
Robert Merrill	2	Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor		Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to direct administration to submit a Project Management Proposal for the Redevelopment Assistance Capital Program (RACP) was approved unanimously via voice vote.

Future Agenda Items/Summary Comments by Board Members

Trustee Vogel asked for the date of the next Quarterly Breakfast. She suggested the topic includes either recent winter graduates or alumni stories. It was confirmed the next Quarterly Breakfast is Tuesday, December 12, 2023.

Executive Session

None

Motion to Adjourn

Time: 6:23pm

Motion to Adjourn Continued

Trustee	Motion 8	Vote
Justin Gallagher		Y
Secretary Kurt Hersch		Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor	1	Y
Christina Vogel	2	Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to adjourn was approved unanimously via voice vote.

Next Regular Meeting is Wednesday, November 15, 2023, at 5:00pm



COMMUNITY
COLLEGE

Board of Trustees

Regular Meeting

October 25, 2023

EC3 Erie West

Founders Room

2403 W. 8th St.

Erie, 16505

Meeting ID: 864 7949 2792, Passcode: 113651



Meeting Book - October 25, 2023 Board of Trustees Regular Meeting

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1. Call to Order

 2. Roll Call

 3. Approval of September 27, 2023 Regular and Annual Meeting Minutes (pg. 22-30)

 4. Public Participation

 5. Communication
 - A. President's Report
Chris Gray, PhD
 - B. Finance Committee
Trustee Justin Gallagher
 1. Year to Date Budget Summary 2023-2024 (pg. 4)
 2. September 2023 Bank Reconciliation (pg. 5)
 - C. Chairperson of the Board
Chairperson Cheryl Rush Dix
 - D. Other

 6. Presentation Data Book
Guy Goodman Executive Vice President

 7. New Business-Resolution to Appoint Frank Moore as EC3 Treasurer [Board Report #23-50] (pg. 6)

 8. New Business-Resolution to Approve Board of Trustee Regular and Annual Meeting Dates From November 2023-November 2024 [Board Report #23-51] (pg. 7)

 9. New Business-Resolution to Adopt Sublease with the Northern Pennsylvania Regional College for Instructional Space and Equipment from September 1, 2024 Through October 1, 2025 Pending Legal Review [Board Report #23-52] (pg. 8)

 10. New Business-Resolution to Approve Non-Credit Workforce Partnership with the Northern Pennsylvania Regional College (NPRC) [Board Report #23-53] (pg. 9-14)

 11. New Business-Resolution to Direct Administration to Sign Cooperation Agreements with the Erie County Redevelopment Authority and Erie County [Board Report #23-54](pg. 15-23)

12. New Business-Resolution to Direct Administration to Submit Project Management Proposal for the Redevelopment Assistance Capital Program (RACP) [Board Report #23-55] (pg. 24-26)

13. Future Agenda Items/Summary Comments by Board Members

14. Executive Session

15. Motion to Adjourn

16. Next Regular Meeting To Be Determined During the Course of This Meeting

Erie County Community College
YEAR-TO-DATE OPERATING & CAPITAL BUDGET REPORT
Fiscal Year 2023-24 as of September 30, 2023

	YTD Actual	YTD Budget	Actual vs. Budget	% Variance
OPERATING & CAPITAL REVENUES				
Student Tuition	\$ 557,310	\$ 252,512	\$ 304,798	120.7%
Student Technology Fee	2,500	15,782	(13,282)	-84.2%
Student General Fee	119,478	23,673	95,805	404.7%
Other Student Fees	-	28,000	(28,000)	-100.0%
Tuition from Noncredit Programs	-	53,000	(53,000)	-100.0%
County of Erie	1,000,000	1,000,000	-	0.0%
Commonwealth of PA - Operating	-	738,666	(738,666)	-100.0%
Commonwealth of PA - Recurring Capital	343,255	343,255	(0)	0.0%
Commonwealth of PA - SS Reimburseme	122,425	20,000	102,425	512.1%
UAA Grant Reimbursement	6,040	2,860	3,180	111.2%
Investment Income	15,079	14,000	1,079	7.7%
Miscellaneous Income	8,968	1,500	7,468	497.8%
Total Operating & Capital Revenues	\$ 2,175,055	\$ 2,493,248	\$ (318,194)	-12.8%
APPLICATION OF FUNDS				
Salaries	\$ 722,708	\$ 754,170	31,462	4.2%
Staff Benefits	159,114	292,038	132,924	45.5%
Other Expenses	132,797	276,984	144,187	52.1%
Contracted	136,506	56,800	(79,706)	-140.3%
Insurance	29,655	20,000	(9,655)	-48.3%
Travel	919	11,750	10,831	92.2%
Maintenance & Repairs	-	5,640	5,640	100.0%
Marketing	116,867	126,688	9,820	7.8%
Contingency	-	50,000	50,000	100.0%
Other Designated	-	31,875	31,875	100.0%
Leased Equipment & Software	247,670	241,524	(6,146)	-2.5%
Facility	179,294	319,125	139,831	43.8%
TOTAL EXPENSES	\$ 1,725,528	\$ 2,186,593	\$ 461,065	21.1%
 Surplus/(Deficit)	 \$ 449,526	 \$ 306,655	 \$ 142,871	 46.6%

Erie County Community College
Confirmation of Bank Statement Reconciliations

	Community College of Erie County
Currency	USD
All EC3 Statements - Beginning Date	9/1/2023
All EC3 Statement - End Date	9/30/2023
Bank Statements Status - Reviewed & Reconciled	Reconciled

Operating Account Balances

FNB	Current Balances	
Operating	\$ 1,822,055.62	*
Investment Account	\$ 1,138,567.58	*
	\$ 2,960,623.20	

Marquette	
Operating	\$ -

Total Operating Account Balances	\$ 2,960,623.20
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Designated Purpose Account Balances
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FNB	
CD	\$ 1,516,960.94

Total Operating and Designated Account Balances	\$ 4,477,584.14
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Receivable - Funds State and County
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Erie County - Quarterly Funding	\$ -
State PDE - Operating & Capital	\$ 738,666.00
	\$ 738,666.00



Resolution to Appoint Frank Moore as EC3 Treasurer

Information

Frank Moore, EC3's current CFO hired in September of 2023, will replace Dennis Matthews as College Treasurer.

Recommendation

It is recommended that the Board of Trustees moves to approve the appointment of Frank Moore as EC3 Treasurer.



Resolution to Adopt Board of Trustee Regular and Annual Meeting Dates
From November 2023-November 2024

Information

Current EC3 Bylaws require six regular meetings a year and one annual meeting in September. Meetings are held the fourth Wednesday of the month at 5pm with the exception of November where the meetings are held the third Wednesday of the month due to the holiday. Below are the recommended meeting dates based on those guidelines.

- i. Regular Board Meeting on Wednesday, November 15, 2023, at 5:00 PM
- ii. Regular Board Meeting on Wednesday, January 24, 2024, at 5:00 PM
- iii. Regular Board Meeting on Wednesday, March 27, 2024, at 5:00 PM
- iv. Regular Board Meeting on Wednesday, May 22, 2024, at 5:00 PM
- v. Regular Board Meeting on Wednesday, July 24, 2024, at 5:00 PM
- vi. Regular Board Meeting on Wednesday, September 25, 2024, at 5:00 PM
- vii. Annual Board Meeting on Wednesday, September 25, 2024,
to immediately follow Regular Meeting
- viii. Regular Board Meeting on Wednesday, November 20, 2024, at 5:00 PM

With these recommended dates the Committees of the Board would meet on the following schedule: Finance Committee would meet monthly; the Executive Committee would meet during the off months; Personnel and Academic Committees would meet as needed.

Recommendation

It is recommended that the Board of Trustees moves to approve the Board of Trustee Regular and Annual Meeting dates from November 2023-November 2024 as submitted.



Resolution to Adopt Sublease with the Northern Pennsylvania Regional College
for Instructional Space and Equipment from September 1, 2024 Through October 1, 2025

Information

Subleasing Northern Pennsylvania Regional College's instructional space on West Ridge Road will allow EC3 to begin CNC instruction and expand Industrial Maintenance instruction. The lease includes the use of NPRC's CNC equipment. The lease extends two years and provides temporary space while EC3 searches for an appropriate long-term space for manufacturing training.

The lease amount is \$3,295 monthly through September 1, 2024. On October 1, 2024, the lease will increase to \$3,395 monthly through the lease expiration date of October 1, 2025.

NPRC legal is drafting the official language, but we are asking for approval for the broad terms pending the solicitor review.

Recommendation

It is recommended that the Board of Trustees moves to approve the sub lease agreement with the Northern Pennsylvania Regional College pending legal review of the final lease.



Resolution to Approve Non-Credit Workforce Partnership with
the Northern Pennsylvania Regional College (NPRC)

Information

EC3 desires to enter into a partnership to provide non-credit workforce training to Erie County. Under this two-year agreement, EC3 and NPRC will collaborate to serve Erie County businesses. NPRC has existing infrastructure, processes, people, and a track record of providing non-credit workforce training. EC3 has developed the relationships among the various Erie County employers. Merging these skills allows EC3 to fulfill our mission to provide a more well-trained workforce. Specifics include:

- Marketing
 - The initiative will be co-branded for all non-credit workforce programs by both institutions.
 - EC3 can choose to market the joint venture individually (without using the other logo).
- Registration/Billing
 - All registration for non-credit workforce programming will be handled by NPRC.
 - Cost structure and any billing will be handled by NPRC.
 - If EC3 provides the instructional services for a workshop/training, NPRC will reimburse EC3 for the instructional costs.
- Certificates of Completions
 - Jointly issued with a co-branded certificate and generated by NPRC Registrar's Office.

The draft form of the cooperative agreement follows this report.

Recommendation

It is recommended that the Board of Trustees moves to approve the non-credit workforce partnership with Northern Pennsylvania Regional College (NPRC) ~~pending legal review.~~

Erie County Workforce Development Joint Initiative
Cooperative Agreement

This cooperation agreement (this “**Agreement**”) is entered into as of the dates indicated within the below signature blocks and shall be determined to be effective as of October 31, 2023 (the “**Effective Date**”) by and between the Northern Pennsylvania Regional College, a Pennsylvania nonprofit corporation, with offices at 300 Second Avenue, Suite 500, Warren, PA 16365 (“**NPRC**”) and the Erie County Community College, a Pennsylvania nonprofit corporation, with offices at 2403 W 8th St, Erie, PA 16505 (“**EC3**” and, together with NPRC, each a “**Party**” and collectively, the “**Parties**”).

WHEREAS the Parties intend to share their resources to expand workforce opportunities throughout Erie County.

WHEREAS the Parties now intend to memorialize and agree on the specific terms of cooperation and operation of the Erie County Workforce Development Joint Initiative (the “**Initiative**”).

WHEREAS the intent is for any additional educational providers, whether now or in the future, to sign a substantially similar cooperation agreement, including, when applicable, a license and academic affiliation agreement.

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

1. **Administration.** Operations of the Initiative are intended to be overseen by the NPRC Vice President of Workforce Development (the “**VPWFD**”). The EC3 Workforce Development Coordinator (the “**Coordinator**”) will remain an employee of EC3 with joint reporting responsibilities to the NPRC Director of Workforce Development and the EC3 Dean of Workforce Development.
2. **Course Offerings.** The Parties agree to jointly offer non-credit workforce programming throughout Erie County under the conditions set forth in this agreement. With respect to non-credit workforce programming that either Party was providing prior to the date of this Agreement, such programming shall be excluded from this Agreement unless both Parties and any external agency which has agreed to either fund or has requested the programming agree in writing to have the programming subject to this agreement. In such cases, the original Party will maintain responsibility for communicating with any relevant external agencies, if any.
3. **Fees, Billing, and Registration.** NPRC will assign course and student fees according to their policies. Student billing will be administered under existing NPRC student billing practices. If EC3 provides instructional services, NPRC will reimburse EC3 for the instructional costs. Registration and enrollments will be processed by NPRC through their student information system.

4. **Issuance of Certificates.** Certificates of completion for courses under this agreement will be jointly issued by both parties with a co-branded certificate of completion. These certificates will be issued by the NPRC Registrar's Office.
5. **Marketing, Recruitment and Events.** The parties shall cooperate on the following:
 - a. *Use of Name.* Each Party agrees that it will not use the name, logo, or other identifying information of the other in any form of advertising or publicity without the express written consent of the other Party or unless otherwise provided herein.
 - b. *Joint Marketing and Events.* The Initiative marketing and events shall be developed and planned through collaboration between the marketing departments of each Party. Such events may include open houses, job fairs, conferences, and other related events. Each Party is not precluded from providing separate and unique institutional programmatic marketing and advertising.
 - c. *Recruitment.* The Parties commit to actively recruiting unique students to the Initiative for enrollment into the programs. As joint planning is preferred, but not required, the Parties endeavor to jointly plan attendance at regional job fairs, high school and vocational technology programs, and conferences as they relate to non-credit workforce development programming. Notwithstanding the above, each party is not precluded from providing separate and unique programmatic recruitment.
6. **Administrative Cooperation.** The Parties shall administratively cooperate in the following ways:
 - a. **Data Exchange.** The Parties shall identify and exchange data needed to create records for the purposes of registration and access to systems needed for students to complete course work. This includes information needed for regulatory or internal reporting requirements.
 - b. **Joint FERPA Waiver.** In order to facilitate sharing of non-directory information, the Parties shall develop a joint FERPA Waiver form.
7. **Term and Termination.**
 - a. *Term.* Unless otherwise agreed to in writing by the Parties, the term of this Agreement (the "**Initial Term**") shall commence as of the Effective Date and continue thereafter a period of two (2) years, unless and until sooner terminated in accordance with the terms hereof.
 - b. *Renewal.* Upon expiration of the Initial Term, this Agreement shall automatically renew for two (2) additional, successive (1) year terms unless either party proves written notice of non-renewal at least (90) days prior to the end of the then-current term (each, a "**Renewal Term**" and, together with the Initial Term, the "**Term**") or unless sooner terminated as provided herein. If the Term is renewed for any Renewal Term(s) pursuant to this section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal. If either party provides timely notice of its intent not to renew this Agreement, then, unless sooner

terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.

- c. *Termination*. Each party shall have the right to terminate this Agreement at the on July 1 of the then-current Term, without cause and without liability, by providing at least ninety (90) days' prior written notice to the other party.

8. **Mutual Representations and Warranties**. Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
9. **Indemnification**. Each Party (the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party, its trustees, directors, officers, employees, agents, and representatives (collectively, the "**Indemnitees**") from and against any and all losses, liabilities, costs, and expenses, including attorney's fees and costs, awards, judgments, damages, fines, penalties, claims, and causes of action (collectively, "**Claims**") arising out of or related to the negligent acts or omissions or willful misconduct of the Indemnifying Party or any of its employees, agents, representatives, contractors, successors, assigns, or anyone acting on any of their behalf in connection with, arising out of, or related to the performance of obligations under this Agreement, including Claims for: (a) personal injury, including death, and damage to property; (b) breach by the Indemnifying Party of any term, representation, warranty, or covenant under this Agreement; or (c) any actual or alleged infringement or misappropriation of any third party's patents, copyrights, trade secrets, or other intellectual property rights. This provision shall survive the termination or expiration of this Agreement. The indemnification clause above shall not reduce or impact either Party, their officers, employees, agents, and affiliated government organizations from utilizing the statutory governmental, official, and other immunity provided pursuant to the Pennsylvania Political Subdivision Tort Claims Immunity Act, at 42 Pa.C.S. §8501 *et seq.*, as amended.
10. **Limitation of Liability**. In no event shall either Party be liable under this agreement to the other Party or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages or lost profits or revenues regardless of (A) whether such damages were foreseeable; (B) whether either Party was advised of the possibility of such damages; or (C) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
11. **Miscellaneous**.
 - a. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**" and, collectively "**Notices**")

must be in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, Notices are effective only: (a) on receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of Section 13(a).

NPRC: Northern Pennsylvania Regional College
300 2nd Avenue, Suite 500
Warren, PA 16365
Attn: VP of Workforce Development

EC3: Erie County Community College
2403 W 8th St
Erie, PA 16505
Attn: VP of Student and Academic Affairs

- b. *Entire Agreement and Amendments.* This Agreement, including any schedules, exhibits, attachments, and documents referenced herein, constitutes the final agreement between the Parties. All prior and contemporaneous negotiations between the Parties on matters contained in this Agreement are expressly merged and superseded by this Agreement. No change, modification, amendment, alteration, or rescission of this Agreement shall be valid unless it is made in a written amendment signed by the Parties.
- c. *Relationship to Parties.* EC3 and NPRC shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer, or joint venture.
- d. *Choice of Law and Dispute Resolution.* This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws provisions. Any controversy, claim, or dispute arising out of or relating to this Agreement shall be adjudicated in the Court of Common Pleas of Erie County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.
- e. *Assignability.* The Services provided under this Agreement constitute professional services of the Parties, which shall not be assigned nor delegated to another party without the express, prior written consent of the other, which consent may be provided in the sole discretion of the party not seeking the assignment.
- f. *Force Majeure.* Notwithstanding anything to the contrary contained herein, neither party shall be liable to the other for any delays or failure in performance of obligations hereunder resulting from acts beyond its reasonable control, including,

but not limited to, acts of God, acts of war, civil unrest or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, loss of data due to power failures or mechanical difficulties, labor difficulties, pandemic or the effects of a national, state or local emergency as declared by the appropriate elected official(s) of the jurisdiction (each, a “Force Majeure”), Notwithstanding the foregoing, in the event of a Force Majeure, and to the extent permitted, practicable or possible, each party agrees to make a good faith effort to perform its obligations hereunder and/or to negotiate an addendum to this Agreement to reflect an amended Scope of Work and compensation therefore. If either party is unable to perform due to a Force Majeure, neither party is obligated to perform during the period affected by the Force Majeure.

- g. *Severability.* If any provision or a portion of any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.
- h. *Waiver.* No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- i. *Survivability.* The terms of this Agreement, which by their nature and for any reason are intended to survive and extend beyond termination, cancellation, or expiration of this Agreement, shall remain in effect and be binding upon the Parties beyond such time. Such terms shall include, without limitation, those that confer rights based on prior breaches or performance.
- j. *Headings.* The title and caption of each section or paragraph hereof are not a part thereof and shall not affect the construction or interpretation of any part hereof.
- k. *Incorporation of Recitals.* The recitals are hereby incorporated into and deemed a part of this Agreement by reference.
- l. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement is effective upon delivery of one (1) executed counterpart from each party to the other party, including by facsimile or PDF delivery.



Resolution to Direct Administration to Sign Cooperation Agreements with the Erie County
Redevelopment Authority (ECRDA) and Erie County

Information

EC3 is the sub-grantee of Erie County's Redevelopment Assistance Capital Program (RACP) grant awarded in 2021. The County has engaged the Redevelopment Authority to serve as the Administrative Agent who has been processing extensions and paperwork on behalf of the County. However, as we move into the Project Management Proposal phase, EC3 needs to identify an Administrative Agent to represent the College.

We recommend engaging the Erie County Redevelopment Authority to serve as the Administrative Agent for EC3 under the terms presented in the following agreements with ECRA and Erie County pending legal review. ECRA is a local resource, has managed a number of local RACP projects, and has a fee structure favorable to the College.

Recommendation

It is recommended that the Board of Trustees moves to approve the agreements with the Erie County Redevelopment Authority and Erie County.

GRANT ADMINISTRATION AGREEMENT

THIS GRANT ADMINISTRATION AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2023, by and among the REDEVELOPMENT AUTHORITY OF THE COUNTY OF ERIE, with an address of 1314 Griswold Plaza, Suite 100, Erie, Pennsylvania 16501 (the “Administrator”), the COUNTY OF ERIE, with an address of 140 West Sixth Street, Erie, Pennsylvania 16501 (“Grantee”), and the COMMUNITY COLLEGE OF ERIE COUNTY doing business as ERIE COUNTY COMMUNITY COLLEGE, with an address of 2403 West 8th Street, Erie, Pennsylvania 16505 (the “Sub-Grantee”).

Recitals

A. Pursuant to an Application (the “Application”) for Redevelopment Assistance filed by Grantee with the Office of the Budget of the Commonwealth of Pennsylvania (the “Grantor”), Grantee has been awarded a Redevelopment Assistance Capital Program Grant (the “Grant”) in the amount of \$10,000,000 for the benefit of Sub-Grantee for capital purchases related to all aspects of establishing an operational community college. Among those capital costs are acquisition, construction, renovation of property and buildings where classes would be held, as well as the machinery and equipment necessary for operation of the college and education of students (the “Project”).

B. The Project is eligible to receive funding by legislative authorization pursuant to the Capital Budget Project Itemization Act of 2010-082.

C. In connection with the awarding of the Grant, Grantee has caused Sub-Grantee to be designated as sub-grantee of the Grant.

D. Administrator has been selected by Grantee and Sub-Grantee to be the Project administrator for the Grant.

E. This Agreement is intended to memorialize the agreement among Grantee, Sub-Grantee, and Administrator regarding the administration of the Grant funds and compensation for Administrator’s services in connection therewith.

Terms of Agreement

In consideration of the foregoing, the mutual covenants and promises hereinafter set forth, and intending to be legally bound hereby, Grantee, Sub-Grantee, and Administrator agree as follows:

1. Administrator shall act as Project Grant Administrator in connection with the Project and the expenditure of the Grant proceeds.

2. Administrator shall review all Grant funding checks received from Grantor payable to the order of Grantee and deliver them to Grantee promptly upon receipt.

3. Grantee shall pay Administrator compensation for Administrator’s services hereunder in an amount equal to One Percent (1%) of the budgeted cost of each Phase of the Project which is to be paid, partially or otherwise, by the Grant, payable quarterly in equal amounts over a thirty-six (36) month period, or sooner if completion of the Project or Phase occurs before such time. The final quarterly payment will

be held until the work is complete and the Grantor satisfactorily completes its final audit. Administrator shall bill Grantee quarterly and Grantee shall pay the statements within thirty (30) days of receipt of same.

4. Grantee, Sub-Grantee, and Administrator will comply with all rules and regulations issued by Grantor that are applicable to the activities described in the Application, the Grant Agreement and other Grant documents, and this Agreement. The parties further agree to comply with all statutes, ordinances, laws and regulations dealing with the prohibition against discrimination against any person because of race, color, religion, national origin, handicap, age or sex in the execution and performance of this Agreement.

5. Administrator shall be responsible for the financial management of the Grant, and shall prepare necessary applications for the disbursement of Grant funds. Administrator shall draft and deliver such applications for disbursement to Grantee and/or Sub-Grantee for review and approval prior to submission to Grantor. Administrator shall provide technical assistance and oversight to Grantee and/or Sub-Grantee. Grantee and/or Sub-Grantee will review all disbursement requests as expeditiously as possible.

6. Sub-Grantee shall be responsible for management of the Project. Sub-Grantee shall prepare all construction documents, permits, bids, contract, and other documents necessary to deliver the Project in compliance with all rules, regulation and special conditions of the Grant. Administrator shall provide technical assistance and oversight to Sub-Grantee. Sub-Grantee will deliver drafts of all bidding and construction documents for Administrator to review for compliance with grant special conditions, and approve prior to execution. Administrator will administer such reviews as expeditiously as possible.

7. Grantee shall reimburse the Grantor for the Grantor's share of any expenditures, which are determined by Grantor to be ineligible expenditures. Absent malfeasance by Administrator, Grantee and Sub-Grantee agree to defend and hold harmless Administrator for any reimbursement obligations, as well as any and all other claims or actions of Grantor or any other party (including Grantee and Sub-Grantee) against Administrator caused or occasioned by the Grant and/or the development of the Project.

8. Grantee agrees to make and cause Sub-Grantee to make available to Administrator all of its books and records relating to the receipt and expenditure of funds provided to Grantee pursuant to this Agreement, for the purpose of allowing Administrator to inspect and audit those records and to determine whether the terms of the Grant have been met. Such inspection shall be made upon reasonable written request to Grantee, if and as often as Administrator reasonably deems necessary to conduct such inspections and/or audits.

9. Nothing contained in this Agreement is intended to, or shall be construed in any manner as creating or establishing any partnership or joint venture among Grantee, Sub-Grantee, and Administrator. Grantee, Sub-Grantee, and Administrator shall at all times remain independent contractors with respect to the activities to be performed under this Agreement.

10. Grantee and Sub-Grantee shall hold harmless, defend and indemnify Administrator from any and all third party claims, actions, suits, charges and judgments whatsoever that arise out of Grantee's and/or Sub-Grantee's performance or non-performance of the activities for which each is responsible in connection with the subject matters described in this Agreement, except to the extent that any such claim, action, suit, charge, and judgment arises from the negligent, grossly negligent, reckless and/or intentional act or omission or other fault of Administrator, its agents, employees, or subcontractors.

11. Grantee and Sub-Grantee shall comply with all accounting standards, documentation, recordkeeping and retention, and other requirements of the Grant documents, and shall provide proof of such compliance to Administrator upon request.

12. Grantee, Sub-Grantee, and Administrator shall coordinate their press releases and public relations relating to the Project.

13. The rights and obligations of the parties hereunder may not be assigned or delegated without the specific written consent of the other parties. This Agreement shall otherwise benefit and bind the parties, their respective successors, and assigns.

14. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. Pennsylvania courts shall have exclusive jurisdiction over any dispute arising under this Agreement.

15. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior understanding and agreements of the parties with respect to the subject matter hereof.

16. The Recitals are incorporated into this Agreement as if set forth fully herein.

17. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

18. All notices among the parties may be served personally at, or mailed by regular first class U.S. mail to, the addresses set forth on page 1 hereinabove.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

[SIGNATURE PAGE TO GRANT ADMINISTRATION AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

REDEVELOPMENT AUTHORITY OF THE
COUNTY OF ERIE

Title: _____

By: _____
Title: _____

Attest:

COUNTY OF ERIE

Title: _____

By: _____
Title: _____

Attest:

COMMUNITY COLLEGE OF ERIE COUNTY
doing business as ERIE COUNTY COMMUNITY
COLLEGE

Title: _____

By: _____
Title: _____

#2466862.v3

1830040

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT, is made and entered into as of the ____ day of _____, 2023, by and between the COUNTY OF ERIE (the “Grantee”) and COMMUNITY COLLEGE OF ERIE COUNTY doing business as ERIE COUNTY COMMUNITY COLLEGE (the “Sub-Grantee”).

Background

A. Pursuant to an Application (the “Application”) for Redevelopment Assistance filed by Grantee with the Office of the Budget of the Commonwealth of Pennsylvania (the “Grantor”), Grantee has been awarded a Redevelopment Assistance Capital Program Grant (the “Grant”) in the amount of \$10,000,000 for the benefit of Sub-Grantee for capital purchases related to all aspects of establishing an operational community college. Among those capital costs are acquisition, construction, renovation of property and buildings where classes would be held, as well as the machinery and equipment necessary for operation of the college and education of students (the “Project”).

B. The Project is eligible to receive funding by legislative authorization pursuant to the Capital Budget Project Itemization Act of 2010-082.

C. In connection with the awarding of the Grant, Grantee has caused Sub-Grantee to be designated as sub-grantee of the Grant.

D. Pursuant to a separate Grant Administration Agreement of even date herewith (the “Administration Agreement”), Grantee and Sub-Grantee have retained the Redevelopment Authority of the County of Erie (the “Administrator”) to be the Project administrator for the Grant.

E. This Cooperation Agreement is intended to memorialize the agreement between Grantee and Sub-Grantee regarding the Grant and the administration of the Grant funds.

Terms of Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises hereinafter set forth, and intending to be legally bound hereby, Grantee and Sub-Grantee agree as follows:

1. Grantee will perform all activities assigned to it as set forth in the Grant Application and the Grant Agreement with the Grantor.

2. Grantee and Sub-Grantee agree that Administrator shall act as Project Grant Administrator in connection with the development of processes and financial models related to the Project and the expenditure of the Grant proceeds for the specific purpose of ensuring compliance with all applicable rules and regulations issued by Grantor, in accordance with the terms of the Administration Agreement.

3. Grantee shall receive all Grant funding from the Commonwealth of Pennsylvania and promptly upon receipt, reimburse Sub-Grantee for Project expenditures paid by Sub-Grantee.

4. Grantee and Sub-Grantee will comply with all rules and regulations issued by Grantor that

are applicable to the activities described in the Application, the Grant Agreement, and other Grant documents, and this Agreement. The parties further agree to comply with all statutes, ordinances, laws and regulations dealing with the prohibition against discrimination against any person because of race, color, religion, national origin, handicap, age or sex in the execution and performance of this Agreement.

5. Grantee and Sub-Grantee agree that Administrator shall be responsible for the financial management of the Grant and shall prepare necessary applications for the disbursement of Grant funds in accordance with the Administration Agreement.

6. Sub-Grantee shall be responsible for management of the Project. Sub-Grantee shall prepare all construction documents, permits, bids, contract, and other documents necessary to deliver the Project in compliance with all rules, regulation and special conditions of the Grant. Grantee shall provide technical assistance and oversight to Sub-Grantee. Sub-Grantee will deliver drafts of all bidding and construction documents for Grantee to review for compliance with grant special conditions and approve prior to execution. Grantee will administer such reviews as expeditiously as possible.

7. Grantee shall reimburse Grantor for Grantor's share of any expenditures, which are determined by Grantor to be ineligible expenditures. Notwithstanding the foregoing, absent malfeasance by Grantee, Sub-Grantee agrees to defend and hold harmless Grantee for any such reimbursement obligations, as well as any and all other claims or actions of Grantor or any other party (including Sub-Grantee) against Grantee caused or occasioned by the Application, the Grant, and/or the development of the Project.

8. Sub-Grantee agrees to make available to Grantee all of its books and records relating to the receipt and expenditure of funds provided to Sub-Grantee pursuant to this agreement, for the purpose of allowing Grantee to inspect and audit those records and to determine whether the terms of the Grant have been met. Such inspection shall be made upon reasonable written request to Sub-Grantee, if and as often as Grantee reasonably deems necessary to conduct such inspections and/or audits.

9. Nothing contained in this Agreement is intended to, or shall be construed in any manner as creating or establishing any partnership or joint venture between Grantee and Sub-Grantee. Grantee and Sub-Grantee shall at all times remain independent contractors with respect to the activities to be performed under this Agreement.

10. Sub-Grantee shall hold harmless, defend and indemnify Grantee from any and all third party claims, actions, suits, charges and judgments whatsoever that arise out of Sub-Grantee's performance or non-performance of the activities for which it is responsible in connection with the subject matters described in this Agreement, except to the extent that any such claim, action, suit, charge, and judgment arises from the negligent, grossly negligent, reckless and/or intentional act or omission or other fault of Grantee, its agents, employees, or subcontractors.

11. Sub-Grantee shall comply with all accounting standards, documentation, recordkeeping and retention, and other requirements of the Grant documents, and shall provide proof of such compliance to Grantee upon request.

12. Grantee and Sub-Grantee shall coordinate their press releases and public relations relating to the Project.

13. The rights and obligations of Sub-Grantee hereunder may not be assigned or delegated

without the specific written consent of Grantee. This Agreement shall otherwise benefit and bind the parties, their respective successors, and assigns.

14. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. Pennsylvania courts shall have exclusive jurisdiction over any dispute arising under this Agreement.

15. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior understanding and agreements of the parties with respect to the subject matter hereof.

16. The Recitals are incorporated into this Agreement as if set forth fully herein.

17. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

18. All notices among the parties may be served personally at, or mailed by regular first class U.S. mail to, the addresses set forth on page 1 hereinabove.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]



Resolution to Direct Administration to Submit Project Management Proposal
for the Redevelopment Assistance Capital Program (RACP)

Information

With the Erie County Council's commitment of \$2M towards our healthcare initiative, the first step in utilizing the RACP funds is to submit a Project Management Proposal. Once this proposal is approved, we will be assigned to a RACP staff liaison that will work with EC3 through the completion of the project. EC3's proposal will be based on the feasibility study and projected numbers completed by architect Weber Murphy Fox. The proposal will include estimates for the health care spaces, restrooms, common areas, student support spaces, and infrastructure.

Recommendation

It is recommended that the Board of Trustees move to submit the Project Management Proposal for the Redevelopment Assistance Capital Program.

WMF

WEBER MURPHY FOX

PROJECT:	EC3PA - West Campus Location	Date Prepared:	2022-12-19
	WMF#2022.118.00	Updated:	2023-10-18
Subject:	Conceptual Cost Estimate - Phase 1 - Interiors		

West Campus Location - Phase 1 Estimating

	Sq.Ft.	
	20,240	Corridors
	18,060	General Purpose Classrooms
	9,550	Maintenance & Operations
	47,850	Minor Renovations
	4,860	Activity Spaces
	4,850	Science Labs
	4,780	Computer Labs
	14,490	Moderate Renovations
	7,860	Health Labs
	4,490	Learning Commons
	1,600	Student Support
	1,740	Welcome & Onboarding
	2,460	Faculty Offices
	2,030	Administrative
	3,200	Executive Office Suite
	23,380	Major Renovations
	2,740	Bathrooms
	2,740	Bathroom Renovations

Cost per SF	Description	Quantity	Unit Cost	Estimated Cost
	Minor Renovations	20,240	\$35	\$708,400
\$ 5.00	Selective Demolition			\$101,200
\$ 2.00	Haz Mat Abatement			\$40,480
\$ -	Concrete			\$0
\$ -	Masonry			\$0
\$ 1.00	Metal Fabrications			\$20,240
\$ 2.00	Millwork / Casework			\$40,480
	Roofing			\$0
\$ 1.00	Doors & Frames			\$20,240
\$ -	Aluminum Entrances / Windows			\$0
\$ 4.00	GWB Wall Systems			\$80,960
\$ 15.00	Interior finishes - floorcovering, paint			\$303,600
\$ 2.00	General Trades / Specialties			\$40,480
	Fire Protection			\$0
\$ 1.00	Plumbing			\$20,240
\$ -	HVAC			\$0
\$ 1.00	Electrical			\$20,240
\$ -	Telecommunications Cabling			\$0
\$ 1.00	Security			\$20,240
\$ 35.00				
	Moderate Renovations	0	\$135	\$0
\$ 5.00	Selective Demolition			\$0
\$ 5.00	Haz Mat Abatement			\$0
\$ -	Concrete			\$0
\$ -	Masonry			\$0
\$ 1.00	Metal Fabrications			\$0
\$ 25.00	Millwork / Casework			\$0
	Roofing			\$0
\$ 1.00	Doors & Frames			\$0
\$ -	Aluminum Entrances / Windows			\$0
\$ 3.00	GWB Wall Systems			\$0
\$ 19.00	Interior finishes - ceilings, floorcovering, paint			\$0
\$ 5.00	General Trades / Specialties			\$0
	Fire Protection			\$0
\$ 10.00	Plumbing			\$0
\$ 30.00	HVAC			\$0
\$ 25.00	Electrical			\$0
\$ 4.00	Telecommunications Cabling			\$0
\$ 2.00	Security			\$0
\$ 135.00				

	Major Renovations	7,860	\$193	\$1,516,980
\$ 14.00	Selective Demolition			\$110,040
\$ 10.00	Haz Mat Abatement			\$78,600
\$ 1.00	Footings / Foundations / Concrete			\$7,860
\$ -	Masonry / Siding / Exterior Envelope			\$0
\$ 1.00	Metal Fabrications			\$7,860
\$ 12.00	Millwork / Casework			\$94,320
	Roofing			\$0
\$ 10.00	Doors & Frames			\$78,600
\$ 6.00	Interior Windows / Glazing			\$47,160
\$ 20.00	GWB Wall Systems			\$157,200
\$ 19.00	Interior finishes - ceilings, floorcovering, paint			\$149,340
\$ 5.00	General Trades / Specialties			\$39,300
	Fire Protection			\$0
\$ 10.00	Plumbing			\$78,600
\$ 42.00	HVAC			\$330,120
\$ 32.00	Electrical			\$251,520
\$ 3.00	Telecommunications Cabling			\$23,580
\$ 5.00	AV Allowance			\$39,300
\$ 3.00	Security			\$23,580
\$ 193.00				
	Bathrooms	2,740	\$292	\$800,080
\$ 20.00	Selective Demolition			\$54,800
\$ 5.00	Concrete			\$13,700
\$ 10.00	Haz Mat Abatement			\$27,400
\$ -	Masonry / Siding / Exterior Envelope			\$0
\$ 5.00	Metal Fabrications			\$13,700
\$ -	Millwork / Casework / Lockers			\$0
\$ -	Roofing			\$0
\$ 6.00	Doors & Frames			\$16,440
\$ -	Aluminum Entrances / Windows			\$0
\$ 13.00	GWB Wall Systems			\$35,620
\$ 63.00	Interior Finishes - ceiling, floorcovering, paint			\$172,620
\$ 25.00	General Trades / Specialties			\$68,500
	Fire Protection			\$0
\$ 70.00	Plumbing			\$191,800
\$ 50.00	HVAC			\$137,000
\$ 25.00	Electrical			\$68,500
\$ -	Telecommunications Cabling			\$0
	Security			\$0
\$ 292.00				
	New Elevator			\$200,000
	Replace Existing Roof			\$1,261,862
	Replace Boilers (X2 Boilers)			\$500,000
	Site Development			\$162,193
	Site Demolition	Concrete Paving		
	E&S Controls	Brick Pavers		
	Utility Preparation - Electrical	Site Lighting		
	Utility Upgrades - Electrical	Landscape Work		
	Clearing & Grubbing	Stormwater Management		
	Earthwork / Excavation			
\$ 162,193.00	Asphalt Paving - Mill and Overlay Existing			
\$ 162,193.00				
	MINOR RENOVATIONS			\$708,400
	MODERATE RENOVATIONS			\$0
	MAJOR RENOVATIONS			\$1,516,980
	BATHROOMS			\$800,080
	NEW ELEVATOR			\$200,000
	REPLACE EXISTING ROOF			\$1,261,862
	REPLACE BOILERS			\$500,000
	SITE DEVELOPMENT			\$162,193
	Raw Construction Cost Subtotal			\$5,149,515
	CM Fee	5.5%		\$283,223
	General Conditions / CM Site Staff (14 months construction)	6.3%		\$322,000
	SUBTOTAL			\$5,754,738
	Escalation to mid 2024 Bid Date	5%		\$287,737
	Design Phase Scope / Estimating Contingency	10%		\$575,474
	TOTAL ESTIMATED CONSTRUCTION COST			\$6,617,949
	Estimated Soft Costs(Fees, Furniture, Equip, Construct Phase Conting)	25%		\$1,654,487
	TOTAL ESTIMATED PROJECT COST			\$8,272,436



Minutes for * Meeting Book - September 27, 2023 Board of Trustees Annual Meeting

09/27/2023 | 05:00 PM - (GMT-05:00) Eastern Time (US & Canada)

EC3 Erie West

Attendees (12)

President Chris Gray Ph.D.; Executive Assistant to the President/Secretary to the Board Renee Triana; Vice President Guy Goodman; CFO Frank Moore via Zoom; Treasurer Dennis Matthews via Zoom; Vice President William Jeffress; Dean Keri Bowman; Dean Stu Blacklaw; Dean Rebecca Walker; HR Director Luisa Heifner; IT Director Chris Ray via Zoom; and Solicitor Tim Wachter.

Call to Order

Time: 5:01pm

Roll Call

Trustee	Roll Call
Justin Gallagher	Y via Zoom
Kurt Hersch	Y
Robert Merrill	Y
Rev. Dr. Charles Mock	Y
Msgr. David Rubino	Y
Dr. Michael Victor	Y
Vice Chairperson Christina Vogel	Y at 5:04pm
Secretary Annettee Wagner, M.D.	Not Present
Chairperson Cheryl Rush Dix	Y

Pledge of Allegiance

Approval of August 23, 2023 Regular Meeting Minutes (pg. 31-38)

Trustee	Motion 1	Vote
Justin Gallagher		Y
Kurt Hersch		Y
Robert Merrill	2	Y
Rev. Dr. Charles Mock	1	Y
Msgr. David Rubino		Y
Dr. Michael Victor		Y
Vice Chairperson Christina Vogel		Not Present
Secretary Annettee Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to approve the August 23, 2023 Regular Meeting Minutes was passed unanimously via voice vote.

Public Participation

None

Communication

6.A. President's Report-President Gray welcomed new CFO Frank Moore who comes to the College from Bucks County Community College. Dr. Gray pointed out the number of technology tickets that have been received and closed out in the month of August and gave kudos to the small staff of two that work diligently in the IT department.

Dr. Gray then turned the floor over to Solicitor Wachter who presented meeting schedule options to the Board. The solicitor gave the Trustees four options for the meeting schedule of the full board.

The first option was 3-4 regular meetings a year with an annual meeting. The second option is hold 6 regular meetings a year and an annual meeting. The third option is to hold nine regular meetings and an annual meeting-removing the July and December meetings. With the following three options the Finance Committee would meet monthly; the Executive Committee would meet in the off months; and the Academic and Personnel Committees would meet as needed. Solicitor Wachter noted the work of the committees is on an as needed basis with no minimum or maximum in the bylaws.

The fourth option would be to hold six regular meetings and an annual meeting. Then hold a committee of the Whole (non-voting) meetings in the off months. The committee of the Whole would recommend action items for the Trustee meeting. The Finance Committee would meet half an hour prior to the meeting of the Whole. There would be no formal Executive Committee although the Chairperson and Vice Chairperson would work with the

President to set the agendas. The Academic and Personnel Committees would meet as needed.

Solicitor Wachter told Trustees that a Special Meeting can be called at any time with proper public notice if special issues arise outside of the normal meeting schedule. The regular and annual meeting schedule, once established, would be advertised once in the beginning of the year.

Chairperson Rush Dix shared slides from the AGB conference she attended in March (**Exhibit A**). AGB reported that in 2020 the average number of board meetings for a public institution was 7.7. She also stated that meetings could go longer if the Trustees meet less frequently and the meeting time of 5pm may possibly need to change to accommodate this length. Trustee Victor noted he could meet at different times within the day including the morning.

Dr. Gray had no recommendation on the changes and was looking for direction from the Trustees.

Vice Chairperson Vogel stated that the Trustees should at least drop the July meeting (there is currently no December meeting). Trustee Victor concurred. Trustee Msgr. Rubino was in favor of the first option, 3-4 meetings per year. Trustee Victor then said he would be in favor of 6-9 meetings per year. Solicitor Wachter confirmed that the bylaws currently state that there are six regular meetings a year with an annual meeting in September. He also confirmed that the annual meeting could be combined with the regular meeting in September to only have a total of six meetings.

Solicitor Wachter summarized the voices of the Trustees stating the feedback was that the Trustees would like six regular meetings a year with September being a combined regular and annual meeting on the same night. Dr. Gray noted that after analyzing the Board agendas over the last two years most new business has been related to academic items and leases.

The Trustees will be polled to determine the days of week and times of day that they are available for Committee and Board meetings. Dr. Gray said that it would be beneficial for operations if Committee meetings were held at standard times.

6.B. Personnel Committee-Chair Vogel noted the committee met September 11, 2023. They reviewed and are putting forward for approval the new business to amend College Policy II.A.1: Policy Against Discrimination and Harassment and went into executive session for the purposes of personnel matters. There were no other questions or comments.

6.C. Finance Committee-Chair Gallagher welcomed the new CFO, Frank Moore, pointed to the finance reports, and reported that the committee met on September 18, 2023. There were no additional questions or comments.

6.D. Chairperson of the Board-Chairperson Rush Dix reported the events she attended on behalf of the College and congratulated Trustee Victor on his recognition from Mercyhurst University.

Agenda Order

Chairperson Rush Dix notified the trustees that the agenda was going out of order and that agenda item #13 Election of Officers was going to come next before the following agenda items/motions: Item #7 New Business-Resolution to Amend Board Policy Against Discrimination and Harassment Board Report #23-42, Item #8 New Business-Resolution to Adopt the Charter and Appoint the Initial Members of the Erie County Community College Champions Board Report #23-44, Item #11 Executive Session for the Purposes of Real Estate, and Item #12 Resolution to Approve Lease Agreements.

Election of Officers

A.1 & A.2 Nominees for Temporary Chairperson, Motion to Close the Nominations, and Election of Temporary Chairperson

The current sitting Board Secretary, Annette Wagner, M.D, is not present so Vice Chairperson Vogel took over electing the Temporary Chairperson.

Current Chairperson Rush Dix nominated the current Vice Chairperson Vogel to be the Temporary Chairperson. The nomination was seconded by Trustee Msgr. Rubino. No other nominations were presented.

The motion to close nominations & elect Temporary Chairperson.

Trustee	Motion 6	Vote
Justin Gallagher	1	Y
Kurt Hersch	2	Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Y
Msgr. David Rubino		Y
Dr. Michael Victor		Y
Vice Chairperson Christina Vogel		Y
Secretary Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to close the nominations and elect current Vice Chairperson Vogel as the Temporary Chairperson was passed unanimously via voice vote.

B.1 & B.2 Nominees for Chairperson, Motion to Close the Nomination, and Elect the Chairperson

Trustee Mock nominated the current Chairperson Rush Dix to continue her term. The nomination was seconded by Trustee Hersh. No other nominations were presented.

The motion to close nominations & elect the Chairperson.

Trustee	Motion 7	Vote
Justin Gallagher		Y
Kurt Hersch	2	Y
Robert Merrill		Y
Rev. Dr. Charles Mock	1	Y
Msgr. David Rubino		Y
Dr. Michael Victor		Y
Vice Chairperson Christina Vogel		Y
Secretary Annettee Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to close the nominations and elect Chairperson Rush Dix for another term was passed unanimously via voice vote.

C.1 & C.2 Nominees for Vice Chairperson, Motion to Close the Nomination, and Elect the Vice Chairperson

Trustee Gallagher nominated Trustee Victor as Vice Chairperson. The nomination was seconded by Trustee Mock. No other nominations were presented.

The motion to close nominations & elect the Vice Chairperson.

Trustee	Motion 8	Vote
Justin Gallagher		Y
Kurt Hersch	2	Y
Robert Merrill	1	Y
Rev. Dr. Charles Mock		Y
Msgr. David Rubino		Y
Dr. Michael Victor		Y
Vice Chairperson Christina Vogel		Y
Secretary Annettee Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to close the nominations and elect Vice Chairperson Victor was passed unanimously via voice vote.

D.1 & D.2 Nominees for Secretary, Motion to Close the Nomination, and Elect the Secretary

Chairperson Rush Dix nominated Trustee Kurt Hersh for Board Secretary. The nomination was seconded by Vice Chairperson Victor. No other nominations were presented.

The motion to close nominations & elect the Board Secretary.

Trustee	Motion 9	Vote
Justin Gallagher		Y
Kurt Hersch		Y
Robert Merrill		Y
Rev. Dr. Charles Mock	1	Y
Msgr. David Rubino	2	Y
Vice Chairperson Dr. Michael Victor		Y
Christina Vogel		Y
Secretary Annettee Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to close the nominations and elect Secretary Hersch was passed unanimously via voice vote.

Solicitor Wachter confirmed that per the College bylaws the treasurer is an appointed staff member, currently Dennis Matthews, who was appointed at the April 26, 2023 Board of Trustee meeting.

Affirmation/Reappointment of Committee Structure

No action required

New Business-Resolution to Amend Board Policy II.A.1: Policy Against Discrimination and Harassment Board Report #23-42 (pg. 6-24)

Trustee	Motion 2	Vote
Justin Gallagher		Y
Secretary Kurt Hersch	1	Y
Robert Merrill		Y
Rev. Dr. Charles Mock	2	Y
Msgr. David Rubino		Y
Vice Chairperson Dr. Michael Victor		Not Present
Christina Vogel		Y
Annettee Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The resolution to amend board policy II.A.1: Policy Against Discrimination and Harassment was unanimously approved via voice vote.

New Business-Resolution to Adopt the Charter and Appoint the Initial Members of the Erie County Community College Champions Board Report #23-44 (pg. 25-27)

Trustee Vogel asked if there were defined terms for Champion board members. Per the solicitor, the charter will be reviewed annually and term limits for Champion board members can be added or amended at that time.

Trustee	Motion 3	Vote
Justin Gallagher	1	Y
Secretary Kurt Hersch		Y
Robert Merrill	2	Y
Rev. Dr. Charles Mock		Y
Msgr. David Rubino		Y
Vice Chairperson Dr. Michael Victor		Not Present
Christina Vogel		Y
Annettee Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The resolution to adopt the charter and appoint the initial members of the Erie County Community College Champions was approved unanimously via voice vote.

Future Agenda Items/Summary Comments by Board Members

Trustee Hersch inquired if the officer terms were the right level of tenure in fear of losing institutional knowledge. Solicitor Wachter referred to the bylaws Article IV.b.2 Election of Officers which states-Officers of the Board will serve one (1) year terms commencing at the annual meeting and concluding at the next annual meeting, or until their successors are duly elected. All officers are eligible for election for up to two (2) consecutive terms in the same office. Trustees who have previously served in an office is eligible to serve again in the same office provided they have not served in such office for an interval of two (2) consecutive years. The topic could be discussed when the bylaws are up for review.

For Information

Trustees reviewed the information,

Executive Session

The Trustees recessed into executive session for the purposes of real estate at 5:57pm. At 6:30pm the Trustees declared that they had returned from the executive session.

New Business-Resolution to Approve Lease Agreements

Leases for Regional Skills Center Building at the Erie County Technical School and with the Benedictine Sisters of Erie Inc. were submitted for approval as presented via Board Report #23-47 and #23-48 with no additional discussion.

Trustee	Motion 5	Vote
Justin Gallagher		Y
Secretary Kurt Hersch	2	Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Y
Msgr. David Rubino	1	Y
Vice Chairperson Dr. Michael Victor		Not Present
Christina Vogel		Y
Annetee Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The resolution to approve lease agreements with Erie County Technical School and the Benedictine Sisters of Erie Inc. were approved unanimously via roll call vote.

Motion to Adjourn

Time: 6:32

Trustee	Motion 10	Vote
Justin Gallagher		Y
Secretary Kurt Hersch	1	Y
Robert Merrill		Y
Rev. Dr. Charles Mock	2	Y
Msgr. David Rubino		Y
Vice Chairperson Dr. Michael Victor		Not Present
Christina Vogel		Y
Annettee Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to adjourn was approved unanimously via voice vote.

Next Regular Meeting October 25, 2023 at 5 pm