

JOINT USE AGREEMENT  
BETWEEN  
COMMUNITY IMPROVEMENT CORPORATION OF SPRINGFIELD AND CLARK COUNTY  
AND  
CLARK STATE COMMUNITY COLLEGE

This Joint Use Agreement (Agreement) is made and entered into this 12<sup>th</sup> day of February, 2010 by and between Clark State Community College (College), an instrumentality of the State of Ohio created and existing under Chapter 3358 of the Ohio Revised Code, and the Community Improvement Corporation of Springfield and Clark County (CIC).

RECITALS

WHEREAS, the 127<sup>th</sup> General Assembly of Ohio has granted the College \$700,000 (Funds) in House Bill No. 562 for the Center City Park in Springfield-Phase II; and

WHEREAS, the College desires to collaborate with the City of Springfield, the Springfield-Clark County Chamber of Commerce and the CIC to create educational opportunities with an expanded curriculum in insurance claims processing, claims management and damage restoration technologies in a professional setting; and

WHEREAS, the College, through this Agreement, commits Funds to be used by CIC for the purchase of equipment (Equipment) to be located at One South Limestone Street, Springfield, Ohio, 45502, as more particularly described herein; and,

WHEREAS, use of the Funds by CIC to purchase said Equipment necessitates that the College and CIC enter into a Joint Use Agreement in accordance with Ohio Administrative Rule 3333-1-03(E); and

WHEREAS, the College finds that the value of the use of the Equipment by the College is reasonably related to the amount of the grant and that the terms of use of the Equipment are more favorable to the College than to others.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed hereunder, it is hereby agreed between the parties hereto as

follows:

1. Purchase. The Funds will be used by CIC to purchase Equipment which will be used at the headquarters for a Data/Call Center Group. CIC will use the Funds solely for capital expenditures as defined in the bill appropriating such funds. CIC will hold title to and be the owner of the Equipment. If CIC desires to abandon the equipment prior to the expiration of this Agreement, then equipment shall be offered to College. College shall be responsible to pay all costs associated with dismantling, transporting and setting up equipment if it chooses to accept the equipment.

2. Budget. CIC has adopted a capital budget for the purchase of Equipment. The planned purchases are set forth in Exhibit "A" which is attached hereto and made a part hereof.

Upon execution of this Agreement and approval of the planning budget, the College will submit a request for the release of Funds as appropriate. When such Funds are received, the College will pay same over to the CIC. Funds paid by the College to the CIC shall be the College's sole contribution to the planning, purchasing and operation of Equipment.

3. Insurance. Upon commencement of purchases of Equipment, CIC shall maintain and pay all premiums for a builder's risk insurance policy insuring both the CIC's and the College's interests in the Equipment. Upon completion of the purchases of the Equipment and thereafter as long as this Agreement shall be in effect, CIC shall obtain, maintain, and pay all premiums for a comprehensive business policy including public liability insurance in an amount of not less than \$2 million for each occurrence, which shall include the College as an additional insured.

4. Term: Termination Prior to Expiration of Term. The term of this Agreement shall begin on the date of execution of this Agreement by the parties hereto and shall end fifteen (15) years after the date the Equipment is put into service. The College shall have the right to terminate this Agreement if any of the material terms or conditions contained herein are breached and such breach is not cured within sixty (60) days after CIC receives notice of the breach from the College. This Agreement shall automatically terminate if (i) CIC fails to receive

any governmental approval, permit, or license necessary to operate the Equipment; or (ii) the College no longer has the right to use the Equipment as provided herein.

5. Reimbursement to the State. In the event that prior to the expiration of this Agreement, (i) the College's right to use the Equipment is involuntarily terminated for any reason, (ii) this Agreement is automatically terminated as provided in Section 4 above, or (iii) this Agreement is terminated by the CIC or by the College as a result of a material breach or violation by the CIC of this Agreement as provided in Section 4 above, then CIC shall remit to the State of Ohio a prorated portion of the Funds which shall be calculated by dividing the funds contributed by the State of Ohio by fifteen (15) and multiplying the result by fifteen (15) less the number of full years that the Equipment was used by the College.

6. Funds Used for Capital Improvements. Funds provided under this Agreement shall be used by the CIC only for capital purchases as defined in House Bill No. 562.

7. Hold Harmless. CIC shall hold the College, its heirs, successors and assigns, its officers, trustees, and employees and the State of Ohio harmless from any and all obligations, costs, expenses (including attorney fees), damages, liabilities, claims, actions or causes of action arising out of the purchase and use of the Equipment including but not limited to the failure or alleged failure of such equipment to comply with applicable public bidding requirements or any other federal, state or local law, ordinance, rule, order, directive or regulation.

Except for any damage or injury directly resulting from actions or conduct of the College, CIC agrees to and shall hold the College and the State of Ohio harmless from all expenses, costs, damages, or liability of any kind including attorney fees arising out of the use, operation, repair and maintenance of the Equipment. Except as provided herein and except for its own conduct, the College's participation on any board or committee entrusted with the operation of the Equipment shall not result in any liability, cost or contribution arising out of the renovation, operation, repair, maintenance or use of the Equipment by parties other than the College.

8. Compliance with Law: Competitive Bidding; Prevailing Wage. CIC shall comply with all

pertinent federal, state and local laws, rules and state administrative regulations. CIC, in connection with the purchase of the Equipment, shall follow the competitive bidding procedures identified in Ohio Revised Code Chapter 153.

9. Reimbursement to the College for Administrative Costs. Out of the Funds appropriated, CIC shall reimburse the College for administrative costs incurred by the College as a result of the planning and purchase of the Equipment. Said reimbursement shall equal one and one-half percent (1.5%) of the amount appropriated by the State of Ohio. Said funds shall be deducted and paid to the College as those funds are released by the State of Ohio.

10. Amendments. Any amendments to this Agreement shall be in writing signed by the parties hereto and shall require approval by the Chancellor of the Ohio Board of Regents.

11. Assignment. Neither CIC nor the College may assign any right, title, interest, duty or obligation under this Agreement unless the assignment is in writing and approved by the Chancellor of the Ohio Board of Regents.

12. Disbursement Schedule. The Funds will be used by CIC to purchase Equipment. After appropriate State of Ohio approvals, the Funds provided for in House Bill No. 562 will be released to the College for payment or reimbursement of invoices related to obligations incurred by the CIC for permitted uses of the appropriated Funds as set forth in this Agreement. Such obligations must be properly documented in accordance with the College's fiscal procedures and Ohio's mechanic's lien statutes.

13. Educational Use of the Equipment by College. The College will benefit from increased educational opportunities with an expanded curriculum in insurance and flood mitigation analysis, co-op placement for College students, job creation in the region, nurturing a professional workforce for the local insurance industry, expanded permanent job opportunities for students and an enhanced support for the Springfield community. College has concluded that the value of the Data/Call Center equipment and collaborations resulting from participation in the described endeavors is reasonably related to the amount of the appropriation. College and CIC desire to facilitate the goals of higher education through

partnerships and use of the specialized equipment described herein.

14. Entire Agreement of the Parties. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof (funds in House Bill No. 562) and supersedes all prior written or oral discussions, negotiations, agreements and undertakings with respect to the matters covered hereby.

15. Records Regarding Equipment Use. The Chancellor of the Ohio Board of Regents shall, upon request, be provided with pertinent records that measure the nature and extent of the use of the equipment by the College, and the terms and conditions governing such use, and the College shall cooperate with CIC in developing and maintaining such records.

16. Notices. All notices to the parties given under this Agreement shall be in writing, sent by registered or certified mail (return receipt requested) and addressed to the parties at the addresses set forth below, or to such other address as either party shall have designated by prior notice.

Mike McDorman, Secretary-Treasurer  
Community Improvement Corporation of Springfield and Clark County  
20 South Limestone Street, Suite 100  
Springfield, Ohio 45502

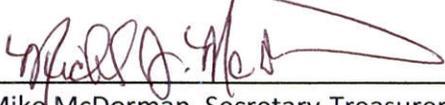
Karen E. Rafinski, President  
Clark State Community College  
570 East Leffel Lane  
Springfield, Ohio 45505

17. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference and should not be given effect in the interpretation of this Agreement.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

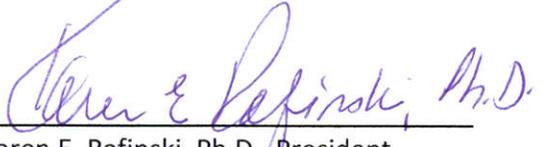
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COMMUNITY IMPROVEMENT CORPORATION  
OF SPRINGFIELD AND CLARK COUNTY

By:   
Mike McDorman, Secretary-Treasurer

Date: 2/11/10

CLARK STATE COMMUNITY COLLEGE

By:   
Karen E. Rafinski, Ph.D., President

Date: 2/12/10

**EXHIBIT A**

<b>Category</b>	<b>Facility Startup Costs</b>	<b>Units</b>	<b>Total Cost</b>
Data Center Hardware	Phone Switch	1	476,000
Data Center Hardware	Blade Servers (x51) + 4 regular servers	55	351,417
Data Center Hardware	Cisco Core x2	2	238,600
Data Center Hardware	SAN (storage area networks)	multi	207,020
Data Center Hardware	Media Gateways	2	145,500
Data Center Hardware	Data center A/C Unit ( 2)	2	120,000
Data Center Hardware	Tape Backup System	multi	93,478
Data Center Hardware	Telecom Switches	multi	75,000
Data Center Hardware	Blade Servers Batch 1	10	32,000
Data Center Hardware	Security / Firewall	1	18,475
Data Center Hardware	DC Racks	multi	5,000
Data Center Hardware	DC Racks	multi	5,000
Data Center Hardware	Rightfax Server Board	1	1,750
Data Center Hardware	UPS systems x2 w/ install	2	120,000
Data Center Hardware	Backup Generator	1	60,000
Data Center Hardware	Zenith ATS 480V/600A (for generator)	1	5,000
Data Center Installation	IT Travel/Consulting	multi	YTD
Office Equipment	Call Center CSR Stations	300	870,000
Office Equipment	Additional PC's	30	48,000
Office Equipment	Laptops	6	9,600
Office Equipment	PC Monitors	30	4,500
Office Equipment	Mobile Phones	20	3,000
Office Equipment	Projectors	3	3,000
Office Equipment	Printers / Fax x3	3	25,000
Office Equipment	Video Conference Equipment (IP )	1	10,000
Office Equipment	Cables and misc equipment	multi	10,000
Office Equipment	Conference Phone	1	1,000
Software	Microsoft Licenses	multi	100,000
Software	E-Loyalty	1	80,000
Software	Codeblue / Assured Operating Platform		160,000
Software	Rightfax Software	1	12,000
Software	Symantec Security Software	multi	3,841
Telecom Link and Install	Call center station install Wiring	300	45,000
Telecom Link and Install	8 T-1 link between EC and Springfield	8	8,000
Floodhouse	Mobile Flood House	1	105,000
Vehicle	Vehicle	2	38,000
Leasehold Improvements	Signage	multi	10,000
Leasehold Improvements	Leasehold Improvements	multi	15,000
Software	Software	multi	100,000
Hardware Maintenance	Hardware Maintenance	multi	100,000
<b>Grand Total</b>	<b>Total Potential Costs</b>		<b>3,715,181</b>