

**JOINT USE AGREEMENT
BETWEEN
Jewish Community Center of Greater Columbus
AND
Columbus State Community College**

THIS JOINT USE AGREEMENT (“Agreement”) is entered into this 25th day of January between JEWISH COMMUNITY CENTER OF GREATER COLUMBUS (JCC), a non-profit organization, and COLUMBUS STATE COMMUNITY COLLEGE (COLLEGE), an instrumentality of the State of Ohio created and existing under Chapter 3544 of the Ohio Revised Code.

RECITALS

WHEREAS, the COLLEGE’S mission is to provide quality educational programs that meet the life-long learning needs of its community. Through its dynamic curriculum and commitment to diverse learners, the COLLEGE will serve as a catalyst for creating and fostering linkages among the community, business and educational institutions. The COLLEGE will proactively respond to the changing needs of our community and its role in the global economy through the use of instructional and emerging technologies; further, whereas the JCC seeks to promote intellectual and physical wellness and lifelong learning in the community, it is the intention of this Agreement to develop an educational relationship that will be mutually beneficial to both parties.

WHEREAS, the Ohio General Assembly passed House Bill Number 562, which appropriated a total sum of FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS to COLLEGE to be used by JCC for capital construction; and

WHEREAS, the State of Ohio capital appropriations released by the Chancellor of the Ohio Board of Regents (Chancellor) require compliance with Ohio Revised Code sections 3345.50 and

3345.51 and Ohio Administrative Rule 3333-1-03(E), which specifically calls for the execution of a joint use agreement; and

WHEREAS, the COLLEGE and the Chancellor have determined that the value of the use of JCC'S facilities and resources by the COLLEGE as provided in this Agreement is reasonably related to the amount of the appropriation;

NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed between the parties as follows:

1. Use of JCC's Facilities and Resources by COLLEGE.
 - A. COLLEGE will have use of a 1,881 square foot multipurpose room in JCC's New Albany center for the purpose of holding credit physical activities courses from the college's Sport and Exercise Studies program. These courses will be offered in the late afternoon/evening hours and on weekends.
 - B. COLLEGE will have use of a 767 square foot library room in JCC's New Albany center for the purpose of holding non-credit courses in English as a Second Language. These courses will also be held in the late afternoon/evening hours and on weekends.
 - C. COLLEGE will have use of a 378 square foot conference room in JCC's New Albany center for the purpose of holding non-credit workshops in the late afternoon/evening hours and on weekends.
 - D. COLLEGE's use of JCC's facilities will be scheduled so as not to interfere with the normal business of the center.
 - E. Should the COLLEGE, in its sole discretion, determine enrollment of any proposed course is not adequate to support the delivery of the program, it may cancel the course and will work with JCC to identify other appropriate

programs to offer to the target population in place of the scheduled course.

In the event an agreement cannot be reached or the COLLEGE determines there is inadequate support for any program, the COLLEGE may use the space for any educational purpose, including programs not exclusive to the target population.

2. Joint Committee. A Joint Committee comprised of JCC's representatives and COLLEGE'S representatives will develop the details and guidelines for implementation of programs referenced in item (1) above. The Joint Committee shall meet at least semi-annually to review and monitor implementation of the parties' commitments under this Agreement. A written report shall be prepared by designee appointed by Joint Committee within 2 weeks following each meeting, and submitted to each party's board of trustees, and the Chancellor upon the Chancellors request.
3. Annual Reports. Each annual report issued by JCC during the term of this Agreement shall (1) include a description of the COLLEGE-JCC relationship created by this Agreement, and (2) mention that the funds were provided via a state appropriation made to the COLLEGE.
4. Term: Termination Prior to Expiration of Term. The term of this Agreement shall commence as of the date of execution set forth below and shall end twenty (20) years thereafter. If any of the material terms or conditions contained in this Agreement are breached by JCC or COLLEGE, then COLLEGE or JCC shall have the right to terminate this Agreement upon forty-five (45) days' written notice to the other Party, provided the other Party does not cure the breach within such 45-day period.
5. Reimbursement of State upon Termination. In the event that this Agreement is terminated for any reason prior to twenty (20) years from the commencement date, JCC 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 twenty (20) and multiplying that sum by twenty (20) less the number of full years that JCC's obligations under this Agreement were fulfilled.

6. Compliance with Laws. JCC shall comply in all material respects with all pertinent federal, state and local laws as well as state administrative regulations, applicable to the use of funds hereunder and to the operation of the Capital Improvement.
7. Funds Used Only for Capital Improvements. The Funds provided under this agreement shall be used by JCC only for capital improvements as provided in HB 562, including, but not limited to purchasing and renovation of a community center, located at 150 E. Granville Rd., New Albany, OH 43054.
8. Ownership of JCC Insurance. The Project will be owned by JCC and will be fully insured in accordance with current minimum guidelines by the Chancellor and/or COLLEGE.
9. Competitive Bidding. JCC, in connection with the expenditure of Funds for the Project, shall, to the extent required by Ohio law and with the approval of the Chancellor, follow the competitive bidding procedures for educational facilities construction, including, but not limited to, publishing advertisements to seek bids, and awarding contracts to the lowest responsive and responsible bidder.
10. Hold Harmless.
 - (a) JCC shall hold the State of Ohio and COLLEGE, its officers, trustees and employees harmless from any and all obligations, expenses, liabilities or claims of any kind and/or the COLLEGE, its officers, trustees or employees being named as a defendant or party to any lawsuit or adjudicatory proceedings, if such lawsuit or adjudicatory proceeding arising out of (1) the construction, renovation, operation, or maintenance of the Project, (2) an alleged action or omission of JCC, its officers, trustees or employees, including, but not limited to JCC's failure or alleged failure to comply with applicable public bidding requirements or any other federal, state or local law, ordinance, rule, order, directive or regulation.
11. Amendments. Any amendments to this Agreement shall be in writing, signed by JCC and COLLEGE, and shall require approval by the Chancellor.

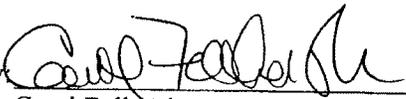
12. Records of College Use. Upon request by the Chancellor and/or the COLLEGE, JCC shall supply the Chancellor and/or the COLLEGE with all pertinent records, including financial records, which measure the nature and extent of use of JCC facilities by the COLLEGE, the terms and conditions governing such use and the specific benefits derived by the COLLEGE under this Agreement.
13. Distribution of Funds; Administrative Costs. Upon execution of this Agreement, COLLEGE shall submit to the Chancellor a formal request for the release of the Funds. After the release of the Funds, JCC shall submit to COLLEGE requests for payment of amounts along with documentation of contractor invoices or purchase orders related to obligations incurred by JCC for permitted uses of the Funds. A tentative disbursement schedule is attached hereto as Exhibit A. From the Funds, COLLEGE shall receive administrative costs in the amount of \$8,625.00 which is equal to one and one-half percent (1½ %) of the total amount of the Funds.
14. Notices. All notices to the parties shall be sent by registered or certified mail, postage prepaid 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.
- Jewish Community Center of Greater Columbus
Attn: Carol Folkerth
1125 College Ave.
Columbus, OH 43209
- Columbus State Community College
550 East Spring Street
Columbus, Ohio 4
Attn: Tom Erney
Dean of Instructional Services
15. Binding Nature. This Agreement shall be binding upon and inure to the benefit of JCC and the COLLEGE and their respective successors and assigns.
16. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto relating to the subject matter of this Agreement.

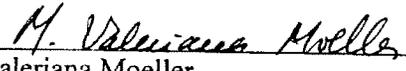
- 17. Heading. The headings used in this Agreement are inserted only as a matter of convenience and for reference and should not be given effect in the interpretation of this Agreement.
- 18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the month, day and year signed.

JEWISH COMMUNITY CENTER

COLUMBUS STATE COMMUNITY COLLEGE

By: 
Carol Folkert
Executive Director

By: 
Valeriana Moeller
President

Date: January 12 / 2010

Date: January 25, 2010

EXHIBIT "A"

PROPOSED DISBURSEMENT SCHEDULE

JCC requests an immediate disbursement of the entire \$575,000 appropriation, less \$8,625 in administrative costs to which the COLLEGE is entitled

The itemized list below represents the projected expenses that the funds will be used.

<u>JCC Expense</u>	<u>Actual</u>
Architects/Engineers	\$190,555
Security/Phone/cable	\$25,701
Playground Equipment	\$60,620
Specialty court, striping, glass and goals	\$81,170
Signage	\$19,860
Computers	\$10,388
Kitchen equipment (infant room)	\$1,828
Library Furnishings	\$1,300
Conference Room furnishings	\$815
Light Fixtures	\$15,000
Plumbing Supplies	\$40,026
Fence	\$36,012
Landscape Materials	\$27,300
Program Equipment	\$64,783
Total	<u>\$575,358</u>

Joint Use Agreement Worksheet

The Ohio Board of Regents

April, 2005

Direction: The purpose of this worksheet is to enable a campus to demonstrate how the value of the uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the partner entity. Section I is to be filled out by the staff of the Board of Regents. Sections II and III are to be filled out by the partner campus.

Example: A campus wishes to enter into a Joint Use Agreement with a 501(C)(3) entity for a state appropriation of \$5,000,000. The annual debt service paid by the state on this appropriation is about \$390,000 per year, for 20 years. To demonstrate that the value of the uses of the facility is reasonably related to the state appropriation, the sum of the campus' educational uses of the facility should roughly equal \$390,000 per year for 20 years.

Section I: State appropriation information.

1. Amount of state appropriation provided: \$ 575,000
2. Estimated annual debt service on the appropriation: \$ 44,204
3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. <u>Classroom use - library</u>	\$ <u>11,888</u>	<u>20</u>
b. <u>Classroom use - multipurpose room</u>	\$ <u>29,155</u>	<u>20</u>
c. <u>Classroom use - conference room</u>	\$ <u>5,589</u>	<u>20</u>
d. _____	\$ _____	_____
e. _____	\$ _____	_____
f. _____	\$ _____	_____

(* List additional uses on separate page as needed.)

Section III:

On a separate page, explain how each use listed in Section II was valued for this analysis.

The agreement provides for the use of one 767 sq. ft library, one 1,881 sq. ft. multi-purpose room, and one 378 sq. ft conference room. CSCC will hold evening credit and non-credit classes in these designated rooms. The rate of \$15.50 per square foot represents the rate that CSCC pays for the use of space at the Westerville off-campus center.