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 26th day of April, 2011 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 128th General Assembly of Ohio has granted the College $1,500,000 in House Bill No. 462 for the Center City Park in Springfield-Phase II; and

WHEREAS, by action of the State of Ohio Controlling Board on April 19, 2010, $350,000 (Funds) was subsequently transferred to Center City Park in Springfield-Phase I (Project) by College request number CLT0100007 and reappropriated by the authority provided in House Bill No. 462, Section 109.90; 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 for students in the College's programs of Agricultural Business, Agricultural Engineering Technology, Horticulture Industries-Landscape Design, Horticulture Industries-Parks and Recreation Operations, and Horticulture Industries-Turf and Landscape Operations; and

WHEREAS, the College, through this Agreement, commits Funds to be used by CIC to create a green space on property it owns at 50 West Main Street, in downtown Springfield, Ohio 45502, as more particularly described herein; and,

WHEREAS, use of the Funds by CIC 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 green space by the College

is reasonably related to the amount of the grant and that the terms of use of the green space is 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 contract for the construction of an urban park whose design is to create a green space in downtown Springfield. Construction may include utility work, installation of brick pavers, curbing and installation of uplights for the trees along the perimeter of the park. These amenities will enhance the downtown Springfield area. CIC will use the Funds solely for capital expenditures as defined in the bill appropriating such funds. CIC is responsible to schedule events, classes, maintenance and other activities at the property and will be the owner of amenities/improvements purchased with the Funds. If CIC desires to abandon the amenities/improvements prior to the expiration of this Agreement, then amenities/improvements shall be offered to College.

2. Budget. CIC has adopted a capital budget for the Project. The budget is 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, construction and operation of Project.

3. Insurance. Upon commencement of construction, 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 Project. Upon completion 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 twenty (20) years after the date Project is completed. 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 complete Project; or (ii) the College no longer has the right for educational use as provided herein.

5. Reimbursement to the State. In the event that prior to the expiration of this Agreement, (i) the College's right for educational use 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 twenty (20) and multiplying the result by twenty (20) less the number of full years of educational use 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. 462.

7. Hold Harmless. Except for any damage or injury directly resulting from actions or conduct of the College, 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 use of Funds including but not limited to the 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.

CIC agrees to and shall hold the College and the State of Ohio harmless from all operation/maintenance costs once the Project is complete.

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 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, the College shall receive reimbursement for administrative costs actually incurred by the College. Said reimbursement shall not exceed one and one-half percent (1.5%) of the amount appropriated 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 as more particularly described herein. After appropriate State of Ohio approvals, the Funds provided for in House Bill No. 462 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 by College. The College will benefit in several ways from the development of the Project. These educational opportunities range from lab settings for Agricultural programs in soil science, weed and pest management, landscape instruction, landscape design/maintenance, turf science and turf management to co-ops and internships and art and recreational uses.

Other areas where College programs will benefit include venues for student performance and settings for public displays of visual arts related directly to academic programming and such community-centered efforts like Project Jericho.

The financial value of these activities fall into both direct and indirect revenue streams.

Direct streams would link to tuition associated with courses such as Ag lab courses where students would help with the park landscaping as well as possible co-ops and internships for students to serve the park initiative. The total value of these engagements may range from a few student contact hours to hundreds of hours. The indirect opportunities for the College include venues for student art displays and performances which represent public relations and marketing opportunities for the College.

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. 462) 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 educational use 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: 4/26/11

CLARK STATE COMMUNITY COLLEGE

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

Date: 4/13/11

EXHIBIT A

SOURCE OF FUNDS	
ODNR State Grant	2,000,000.00
State Capital Bill	350,000.00
City Reimbursement	3,565.00
Interest Earnings	485.00
TOTAL	2,354,050.00
USE OF FUNDS	
Environmental Assessment	27,750.00
Property Acquisition	461,400.00
Surveying/Appraisals/Legal Fees/Permits	46,520.00
Administrative Fee	5,250.00
Architect Fees	200,000.00
Construction - General Contractor	1,218,000.00
Construction - Electrical Contractor	335,000.00
Construction - Contingency	60,000.00
TOTAL	2,353,920.00