



**Department of  
Higher Education**

**Mike DeWine**, Governor  
**Randy Gardner**, Chancellor

**DIRECTIVE 2020-010**

January 23, 2020

**RE: JOINT USE AGREEMENT BETWEEN CLARK STATE COMMUNITY COLLEGE AND  
CITY OF SPRINGFIELD, OHIO**

Clark State Community College has been granted appropriations contained in House Bill 529 of 132<sup>nd</sup> General Assembly in the amount of two million five hundred fifty thousand dollars. Clark State Community College will use the funds to improve the facility owned by City of Springfield. As required by Ohio Administrative Code section 3333-1-03, Clark State Community College submitted a Joint Use Agreement for consideration and approval by the Chancellor.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than twenty years
- The value of use to Ohio higher education institutions is reasonably related to the amount of the appropriation

Agency staff reviewed the agreement and posted its recommendations to the Department's website for the purpose of providing a period of public comment before final approval by the Chancellor. The materials posted for comment and the joint use agreement are attached to this document.

Based on my review of staff recommendations, I hereby approve the Joint Use Agreement between Clark State Community College and City of Springfield.

This directive will take effect immediately.

Randy Gardner  
Chancellor

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## **JOINT USE AGREEMENT**

**Clark State Community College**

**And**

**The City of Springfield, Ohio**

This Joint Use Agreement (the "Agreement") is made and entered into this 20 day of Dec. 2019 by and between Clark State Community College (hereinafter referred to as the "CSCC"), whose address is 570 E. Leffel Lane, Springfield, Ohio 45505, and the City of Springfield, Ohio (hereinafter referred to as the "City") at 76 E. High Street, Springfield, Ohio 45502.

WHEREAS, the 132 General Assembly of Ohio has enacted House Bill 529, which includes a specific appropriation/reappropriation of capital improvement resources directed to CSCC for the benefit of the City in the total amount of Two Million Five Hundred and Fifty Thousand Dollars (\$2,550,000.00) (hereinafter referred to as the "Funds"); and

WHEREAS, CSCC has facilities in downtown Springfield including the Brinkman Center, the Performing Arts Center and the Hollenbeck-Bayley Creative Arts and Conference Center, and

WHEREAS, CSCC desires to develop and conduct a Center for Workforce Development & Collaboration at CSCC in downtown Springfield; and

WHEREAS, CSCC, the City, the region and the State of Ohio will benefit from developing and supporting a Center for Workforce Development & Collaboration at CSCC in downtown Springfield; and

WHEREAS, CSCC's existing facilities and the Center for Workforce Development & Collaboration at CSCC will benefit from an off-street parking garage with space available for retail or other commercial activities (the "Facility"), located at 99 N. Fountain Ave., Springfield Ohio 45502; and

WHEREAS, CSCC has concluded that the construction of the Facility is reasonably related to the amount of the appropriation; and

WHEREAS, the State of Ohio capital appropriations, released by the Chancellor of the Ohio Department of Higher Education, require compliance with Ohio Administrative Code Rule 3333-1-03, which specifically calls for execution of a Joint Use Agreement.

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

- 1. An approved Controlling Board Request will release Two Million Five Hundred and Fifty Thousand Dollars (\$2,550,000) of the appropriation identified in this Agreement to College. These funds will be encumbered upon release. Funds will be reimbursed to City for invoices or other evidence of expenditures for permitted uses of the capital funds. Such obligation must be properly documented to the reasonable satisfaction of College. CSCC will collect an administrative fee of \$38,250, which is equal to one and one half percent of the total appropriation. This fee will be invested in curriculum development and other collaborative activities related to this effort.**
- 2. The City will expend the balance of the funds to design and construct a Facility in furtherance of this agreement.**
- 3. The City will own the Facility, located at 99 N. Fountain Avenue Springfield Ohio 45502, for at least 20 years so that it will be able to fulfill its obligations pursuant to this Agreement. The City will provide insurance coverage for the Facility for the term of the agreement in the same manner as that provided for other facilities owned by the City. The value of the use of the Facility, demonstrating that it is reasonably related to the amount of appropriation through the worksheet included in this Agreement as Attachment A, hereby incorporated.**
- 4. City shall hold College harmless from liability for construction, operation, and maintenance costs of the facility.**
- 5. The Chancellor shall, upon request, be provided with pertinent records of the Facility that measure the nature and extent of the use of the Facility by CSCC, and the terms and conditions governing such use, and CSCC shall cooperate with the City in developing and maintaining such records.**
- 6. The terms of this Agreement shall be twenty (20) years, which shall commence when CSCC has access to the Facility.**
- 7. In the event that prior to the expiration of this Agreement, CSCC's right to use the Facility is terminated for any reason, the City 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 that the Facility was used by CSCC.**

- 8. The City shall use where applicable competitive bidding procedures generally equivalent to those enumerated in relevant provisions of Chapter 153 Ohio Revised Code.**
- 9. That the funds appropriated for the project by the State of Ohio shall be used only for capital improvements as defined in House Bill 529, 132 General Assembly.**
- 10. The Funds will be used by the City to perform construction work on the Facility. After appropriate State of Ohio approvals, the Funds provided for in House Bill 529 will be released to CSCC for payment or reimbursement of invoices related to obligations incurred by the City for permitted uses of the appropriated Funds as set forth in this Agreement. The City shall submit construction invoices once a month to CSCC for review and payment. College should initiate payment to the City within forty-five (45) days of receipt of invoice. The City will continue to invoice CSCC until the total amount of \$2,511,750 is expended. Such obligations must be properly documented in accordance with CSCC's fiscal procedures and Ohio's mechanic's lien statutes.**
- 11. CSCC may use the Facility upon terms and conditions more favorable than that available to the public or any other user of the Facility. CSCC shall be entitled to use the Facility for parking associated with their Brinkman Educational Center, Performing Arts Center, Hollenbeck Bayley Creative Arts and Conference Center, and Center for Workforce Development & Collaboration at CSCC based upon the following terms:**
  - Access to 225 (event rate) parking passes for up to 80 events per year for Clark State's patrons and guests at events hosted at one of the three (3) Clark State Community College's facilities located in downtown Springfield. The three (3) facilities combined hosted 410 events in 2018, representing approximately 75,000 attendees.**
  - Access to (daily rate) parking passes for 10 vehicles per day for Clark State's employees, patrons and guests.**
- 12. The City shall comply with all pertinent rules, regulations, and laws of the federal, state and local government.**
- 13. All mailings and notices to the parties shall be addressed to the parties at the addresses set forth below or to such other address, as either party shall have designated by notice given in accordance with the provisions of this paragraph. All mailing and notices shall be addressed as follows:**

\_\_\_\_\_  
City of Springfield  
76 E. High Street  
Springfield, Ohio 45502

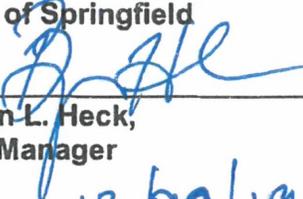
and;

\_\_\_\_\_  
Larry Wakefield  
Vice President for Business Affairs  
Clark State Community College  
570 East Leffel Lane  
Springfield, Ohio 45505

14. All amendments to this Agreement shall require the prior approval of CSCC and the City as well as the express prior approval of the Chancellor.
15. This Agreement shall be binding upon and inure to the benefit of CSCC and the City and their respective successors and assigns.
16. This Agreement sets forth the entire agreement of the parties concerning the subject matter and any and all other oral or written agreements, discussions, representations, promises and understandings made or arrived at prior to or contemporaneously with this Agreement are hereby mutually revoked, withdrawn, rescinded and rendered null and void by the parties.
17. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
18. This Agreement shall be construed under and governed by the laws of the State of Ohio.
19. The signatories to this agreement are the parties to this agreement and this agreement is not intended to create any third party beneficiaries with enforceable contract rights.
20. The City shall be responsible for any and all costs for and liability arising from the construction, operation, and maintenance of the facility.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later date below written.

The City of Springfield

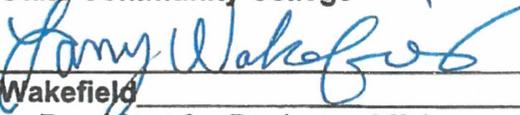
By: 

Bryan L. Heck,

Its: City Manager

Date: 12/20/19

Clark State Community College

By: 

Larry Wakefield

Its: Vice President for Business Affairs

Date: 12-19-19

APPROVED AS TO FORM  
AND CORRECTNESS  
The City of Springfield, Ohio

By: JAllen 12/20/19  
Jill N. Allen, Law Director

**Joint Use Agreement Worksheet**

The Ohio Department of Higher Education

**Project:** Springfield Downtown Parking Facility

**Date:** \_\_\_\_\_

*Section I: State appropriation information.*

- 1. Amount of state appropriation provided: \$2,550,000
- 2. Estimated annual debt service on the appropriation: \$196,035
- 3. Term of the state bond, in years: 20 years

*Section II: Estimated value of use of the facility.*

<b>Use(s) of the facility*</b>	<b>Annual value of use</b>	<b># of years</b>
a. <u>Free Event Parking</u>	\$ <u>180,000</u>	<u>20</u>
b. <u>Free Daily Parking</u>	\$ <u>18,250</u>	<u>20</u>
c. _____	\$ _____	_____
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*

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 Department of Higher Education. 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 \$384,381 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 \$384,381 per year for 20 years.

**Joint Use Agreement Worksheet  
The Ohio Department of Higher Education**

**Section III**

**A. Free Event Parking – Value \$180,000 Annually**

Access to 225 (special event rate) parking passes for up to 80 events per year for Clark State’s patrons and guests at events hosted at one of the three (3) Clark State Community College’s facilities located in downtown Springfield. The three (3) facilities combined hosted 410 events in 2018, representing approximately 75,000 attendees.

**B. Free Daily Parking – Value \$18,250 Annually**

Access to (daily rate) parking passes for 10 vehicles per day for Clark State’s employees, patrons and guests.

**Total Annual Value of Use - \$198,250**

Springfield Downtown Parking Facility					
Section III Valuation Analysis					
		Value	# of spots	# of events/days	annually
A	Free Event Parking	\$10	225	80	\$180,000
B	Free Daily Parking	\$5	10	365	\$18,250
E	Total Annual Value of Use				\$198,250