DIRECTIVE 2020-060

November 17, 2020

RE: JOINT USE AGREEMENT BETWEEN CLARK STATE COMMUNITY COLLEGE AND GREENE COUNTY VOCATIONAL SCHOOL DISTRICT

Clark State Community College has been granted appropriations contained in House Bill 481 of 133rd General Assembly in the amount of eight hundred fifty thousand dollars. Clark State Community College will use the funds to improve the facility owned by Greene County Vocational School District. 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 Greene County Vocational School District.

This directive will take effect immediately.

Randy Gardner
Chancellor
JOINT USE AGREEMENT

This JOINT USE AGREEMENT (the “Agreement”), made and entered into __________, 2020, is entered into by and among (i) CLARK STATE COMMUNITY COLLEGE (the “College”), an instrumentality of the State of Ohio (the “State”) and a state community college created under Ohio Revised Code Chapter 3358, whose address is 570 East Leffel Lane, Springfield, Ohio 45505; (ii) the GREENE COUNTY VOCATIONAL SCHOOL DISTRICT, Greene, Clark, Clinton, Fayette, Montgomery and Warren Counties, Ohio, which operates as the Greene County Career Center (the “Career Center”), a vocational school district and political subdivision duly organized and validly existing under the laws of the State, whose address is 532 Innovation Drive, Xenia, Ohio 45385; and (iii) the GREENE COUNTY REGIONAL AIRPORT AUTHORITY (the “Airport Authority”), a regional airport authority and political subdivision duly organized and validly existing under the laws of the State, whose address is 140 North Valley Road, Xenia, Ohio 45385.

WHEREAS, the 133rd General Assembly of Ohio has enacted House Bill 481 (the “Act”), which includes a specific re-appropriation of capital improvement resources directed to the College for the benefit of the Career Center in the total amount of $850,000.00 (hereinafter referred to as the “Funds”); and

WHEREAS, the Airport Authority owns and operates the Greene County – Lewis A. Jackson Regional Airport (the “Airport”), which is located at 140 North Valley Road, Xenia, Ohio 45385; and

WHEREAS, the Career Center and the Airport Authority desire to build a hangar (the “Facility”) at the Airport, which Facility will be used to accommodate the Take Flight Initiative run by the Career Center that will offer students the ability to obtain a Federal Aviation Administration-approved mechanic’s certificate (the “Program”); and

WHEREAS, the College, the Airport Authority, the Career Center, the region and the State will benefit from developing and supporting the Program to address mechanic shortages in the local workforce; and

WHEREAS, the Career Center, as lessee, entered into a Ground Lease, dated as of April 30, 2019 (the “Ground Lease”), with the Airport Authority, as lessor, to facilitate the construction of the Facility on the Premises (as defined in the Ground Lease); and

WHEREAS, the Facility will be a hangar of approximately 7,500 square feet; a rectangular shaped facility measuring 75 feet by 100 feet; equipped with a 60-foot door, a concrete floor, lighting, electric, heat, utility sink, restroom, and workbench along with classroom space; and

WHEREAS, the Career Center expects the total construction costs of the Facility (including equipment) to be approximately $2,000,000; and

WHEREAS, the College has concluded that the addition of the Facility to the Airport, including the equipment, other resources, and collaborations resulting from the participation in the endeavors described herein, are reasonably related to the amount of the appropriated Funds; and

WHEREAS, the College, the Airport Authority and the Career Center desire to facilitate the goals of developing and supporting the Program and the increased jobs and economic activity associated therewith by allowing the Career Center access to the Airport’s existing and additional facilities; and
WHEREAS, Ohio Administrative Code ("OAC") Section 3333-1-03(E) requires the College to submit to the Chancellor of the Department of Higher Education (the "Chancellor") a joint use agreement that contains the requirements in (E)(1)-(11) for review and approval; and

WHEREAS, the College has demonstrated that the value of the use of the Facility are reasonably related to the amount of the re-appropriation in the Act. through the worksheet included in this Agreement as Exhibit A.

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

1. The College will submit to the Controlling Board a request for the release of $850,000, which is the full amount of the appropriated Funds identified in this Agreement, in order to fund a portion of the costs of constructing the Facility. The College will collect an administrative fee of $12,750.00, which is equal to 1.50% of the total re-appropriation.

2. The Career Center will expend the balance of the Funds to pay for a portion of the design and construction costs of building the Facility at the Airport, which shall be suitable to accommodate the Program in furtherance of this Agreement.

3. The Airport Authority, 140 North Valley Road Xenia Ohio 45385, owns the Airport property underlying the proposed Facility. Pursuant to the Ground Lease, the Career Center will own the Facility for at least 20 years so that it will be able to fulfill its obligations pursuant to this Agreement. The Career Center will provide property and liability insurance coverage for the Facility for the term of the Agreement pursuant to the Ground Lease.

4. Upon commencement of the construction of the Facility, the Career Center shall maintain and pay all premiums for a builder’s risk insurance policy pursuant to the Ground Lease. Upon completion of the construction of the Facility and thereafter as long as this Agreement shall be in effect, the Career Center shall obtain, maintain, and pay all premiums for a comprehensive business policy including public liability insurance in an amount of not less than $2,000,000 for each occurrence, which shall include the College and the Airport Authority as additional insureds.

5. The College and the Career Center shall have reasonable access to and use of the Airport’s amenities, such as roads and parking areas. The College will have reasonable access to the Facility as requested for scheduled classroom training when the Career Center is not using the Facility, as referenced in Exhibit A and Exhibit B, hereby incorporated.

6. Either party of this Agreement, shall, upon request, supply the requesting parties with all pertinent records which measure the nature and extent of use of the facility by the College, the terms and conditions governing such use and the specific benefits derived by the College under this Agreement.

7. The terms of this Agreement shall be twenty (20) years, which shall commence when CSCC has access to the Facility and terminate 20 years after the Facility is placed in service and the College has access to the Facility.
In the event that prior to the expiration of this Agreement the College’s right to use the Facility is terminated for any reason, this Agreement is automatically terminated and the Career Center shall remit to the State a prorated portion of the Funds. This prorated amount will be calculated by dividing the Funds contributed by the state to the Career Center by 20 and multiplying the sum by 20 less the number of full years that the Facility was used by the College.

The Career Center shall comply with statutory competitive bidding procedures applicable to State school districts. This includes, at a minimum, publishing a legal notice to seek bids, receiving sealed bids, and awarding one or more contracts to the lowest responsive and responsible bidder(s), pursuant to Ohio Revised Code Section 3313.46 and in the applicable portions of Ohio Revised Code Chapter 153.

The Career Center shall be responsible for construction, operation and maintenance costs of the Facility. Contractors awarded construction contracts will carry commercial general liability insurance and will provide contract bonds covering payment and performance of the work specified for the Facility, and the architect firm that designs the Facility (to the extent that such work has not already been completed) will be required to carry professional liability insurance. The Career Center shall not be required to indemnify or hold the College harmless against liabilities arising from this Agreement. However, as between the College and the Career Center, and to the extent permitted by law and subject to appropriation of monies by the Career Center, the Career Center shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, proceedings, actions, damages or losses arising under or related to this Agreement, including, but not limited to, the possession, lease, use or operation of the Facility. The Career Center recognizes the responsibility for repayment for any claims, proceedings, actions, damages or losses that arise directly from events occurring after the College has terminated its use of the Facility.

The Funds appropriated for the Facility by the State will be used only for capital improvements, namely for the Career Center to construct the Facility at the Airport, as defined in and permitted by the Act. After appropriate State approvals, the Funds will be released to the College for payment or reimbursement of invoices related to obligations incurred by the Career Center 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.

The College may use the Facility upon terms and conditions more favorable than that available to the public or any other user of the Facility besides the Career Center. The College shall be entitled to use the Facility for credit or non-credit classes/training. The Facility shall be of such construction and be maintained as a modern mechanical training area, which will assist the College in meeting its academic needs for the citizens of the College’s service district.

The Career Center will comply with all pertinent federal, State and local laws as well as applicable State administrative regulations.

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:
15. All amendments to this Agreement shall require the prior approval of the College, the Career Center, and the Airport Authority as well as the express prior approval of the Chancellor before any amendment takes effect.

16. This Agreement shall be binding upon and inure to the benefit of the College, the Career Center, and the Airport Authority and their respective successors.

17. 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.

18. 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.

19. This Agreement shall be construed under and governed by the laws of the State.

20. 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.

21. The Career Center 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 by their authorized officers as of the date first written above.

CLARK STATE COMMUNITY COLLEGE

By: ____________________________
Larry Wakefield
Vice President, Business Affairs

GREENE COUNTY VOCATIONAL SCHOOL DISTRICT
GREENE, CLARK, CLINTON, FAYETTE, MONTGOMERY
AND WARREN COUNTIES, OHIO

By: ____________________________
David Deskins, Superintendent

GREENE COUNTY REGIONAL AIRPORT AUTHORITY

By: ____________________________
James Christensen, President
Exhibit A
Joint Use Agreement Worksheet
The Ohio Department of Higher Education

Project: Greene County Vocational School District
Date: 

Section I: State appropriation information.
1. Amount of state appropriation provided: $850,000
2. Estimated annual debt service on the appropriation: $65,345
3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

<table>
<thead>
<tr>
<th>Use(s) of the facility*</th>
<th>Annual value of use</th>
<th># of years</th>
</tr>
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<tbody>
<tr>
<td>a. GST 1300 45 hours</td>
<td>$12,375</td>
<td>20</td>
</tr>
<tr>
<td>b. GST 1350 120 hours</td>
<td>$33,000</td>
<td>20</td>
</tr>
<tr>
<td>c. Geospatial College For Kids 80 hours</td>
<td>$22,000</td>
<td>20</td>
</tr>
<tr>
<td>d.</td>
<td>$</td>
<td></td>
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<tr>
<td>e.</td>
<td>$</td>
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<tr>
<td>f.</td>
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</tbody>
</table>

(* 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. Use of Space – Value $67,375 Annually

CSCC has an immediate need for focused instruction for Geospatial students, which is directly relevant to this facility and the GCCC centralized Greene County location. CSCC is also developing a UAS operations program to support the unmanned aircraft industry in the Dayton region. This program will support the need for in demand jobs related to the aerospace industry surrounding WPAFB and throughout the Dayton Region. The College is also in discussions to expand programming into the avionics and/or aviation fields, making this space attractive for future programming. Recent high school graduates as well as adults in need of retraining in the workforce will be able to take advantage of these offerings, CSCC will need to utilize the full facility encompassing the classroom and lab space to facilitate these courses. The published rate for this combined classroom and lab facility is $275 per hour (Exhibit B).

The College will use the Facility upon terms and conditions more favorable than that available to the public or any other user of the Facility besides the Career Center. The College will use the Facility for credit and non-credit classes and training. The Facility will assist the College in meeting its academic needs for the citizens of the College’s service district.

The College plans to offer the following at the facility:

a. Intro to GST 1300 UAS 45 hours \(45 \times $275 = $12,375\)

GST 1300 serves as an introduction to Unmanned Aerial Systems (UAS) platforms, it details their rich history and their beginnings in Ohio as well as the numerous potential commercial applications with a special emphasis in precision agriculture. Students will learn the Federal Aviation Administration (FAA) regulatory framework and how to legally fly in the air space. Students are exposed to different UAS platforms and identify the advantages and disadvantages. The course also covers data collection, privacy issues, and navigation concepts including the Traffic Alert and Collision Avoidance System (TCAS).

b. GST 1350 UAS Operations 120 hours \(120 \times $275 = $33,000\)

GST 1350 provides students with training on unmanned aerial systems (UAS) operations. Students will learn to fly both multi-rotor and fixed wing UAS. Practical flight training on simulators, and mini and mid-sized unmanned aerial vehicles (UAV). Development of flight plans for a variety of situations and purposes supported by industry-standard operations and safety protocols. Students also learn to synthesize situational conditions of the flight planning process including appraising how weather conditions influence flight
planning. Students also learn the maintenance and preflight inspection procedures. At the end of this class, students will be able to sit for the Remote Pilot Certificate from the FAA.

c. Geospatial College For Kids Summer Program 80 hours (80 x $275 = $22,000)

Geospatial technology enables us to acquire data that is referenced to the earth (and other planets) for use in analysis, modeling and visualization. Human beings do this naturally and we have created technology to expand and refine our natural capabilities. Activities explore a variety of technologies, including maps, GPS, GIS satellite remote sensing, UAV's (drones) and even our own abilities and provides valuable skills related to STEM
Greene County Vocational School District
Schedule of Rental Rates and Fees
For Use of School District Facilities
532 Innovation Drive, Xenia, Ohio

Rental Fees

Facility Area Description
- Cafeteria
- Cafeteria - Kitchen
- Computer Lab
- Greene Room
- Greene Room - Kitchen
- Individual Classroom
- Parking Lot - for event site only
- Large Conference Room
- Small Conference Room

<table>
<thead>
<tr>
<th>Facility Area Description</th>
<th>Rental Fee</th>
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<tbody>
<tr>
<td>Cafeteria</td>
<td>$75 Per Hr</td>
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<tr>
<td>Cafeteria - Kitchen</td>
<td>$25 Per Hr</td>
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<tr>
<td>Computer Lab</td>
<td>$40 Per Hr</td>
</tr>
<tr>
<td>Greene Room</td>
<td>$50 Per Hr</td>
</tr>
<tr>
<td>Greene Room - Kitchen</td>
<td>$25 Per Hr</td>
</tr>
<tr>
<td>Individual Classroom</td>
<td>$20 Per Hr</td>
</tr>
<tr>
<td>Parking Lot - for event site only</td>
<td>$25 Per Hr</td>
</tr>
<tr>
<td>Large Conference Room</td>
<td>$40 Per Hr</td>
</tr>
<tr>
<td>Small Conference Room</td>
<td>$20 Per Hr</td>
</tr>
</tbody>
</table>

Agriculture Research Center (ARC) GCCC personnel required to be present during an event
551 Brush Row Road, Xenia, Ohio

| Facility Rental Rate (includes personnel charge) | $600 Per Day (5-9 hr) |
| Stall Charge (Stall Only)                      | $300 Per Half Day (up to 4 1/2 hr) |
| Stall Charge (includes shavings and one bucket) | $25 Per Horse/Per Day |
| Additional Staff Charge outside of Daily Rate, as Needed | $40 Per Horse/Per Day |
| Additional Staff Charge outside of Daily Rate, as Needed | $25 Per Hour |

Airport Hangar
Greene County Regional Airport, 140 North Valley Road, Xenia, Ohio

| Facility Rental | $275 per hour combined classroom & lab |

Other Fees (as applicable)

| ARC Instructor | $36.00 - $68.00 Per Hour |
| Custodial Staff - Regular Time | $21.00 - $44.00 Per Hour |
| Custodial Staff - Overtime | $31.50 - $66.00 Per Hour |
| Greene Room Instructor | $62.00 - $77.00 Per Hour |
| Greene Room Support Staff | $25.00 - $27.00 Per Hour |
| Kitchen Staff | As determined by the Nutrition Group At actual cost |
| Port-a-John (1 per 100 people for ARC only) | TBD - arrangements made by GCCC |
| Security | TBD - based on hours & personnel requirements |
| Set-up | $40.50 - $90.00 Per Hour |
| Technology Staff - Overtime | $27.00 - $60.00 Per Hour |
| Technology Staff - Regular Time | |

Career-Tech Laboratories
Due to the specialized nature of the equipment in our career-technical laboratories, access is limited. (Updated 8/12/20)