

## AGREEMENT

THIS AGREEMENT is made and entered into this 21<sup>st</sup> day of May, 2002, by and between Barton County Community College, hereinafter referred to as "BCCC" and CPI Qualified Plan Consultants, Inc., hereinafter referred to as "CPI".

WHEREAS, CPI is desirous of obtaining facilities for utilization in the event of a disaster or other situation in which its own facilities were unusable; and,

WHEREAS, BCCC agrees to provide facilities and space to CPI under certain terms and conditions as set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. In the event of a disaster, BCCC agrees to:
  - a. Allow CPI to install equipment and personnel on the campus of BCCC. The actual locations have been designated as "primary" and "secondary" locations. Primary locations have been identified as areas such as hallways, storage areas, mechanical rooms, and areas not used specifically for BCCC's classes. Secondary locations have been identified as areas that are used for BCCC's classes and other interests. In the event of a disaster, CPI will have access to primary locations immediately. Secondary locations will be reviewed by BCCC and may be made available to CPI depending on the needs of BCCC at the time of the disaster.
  - b. Increase BCCC's Internet Bandwidth (at CPI's cost) to meet CPI's anticipated needs. CPI's business connectivity will be achieved through BCCC's Internet connections. BCCC currently has in place firewalls and packet filters to monitor and control the usage of the connection to the Internet. In the event of a disaster, BCCC will use these tools to restrict or deny access of non-essential Internet traffic to increase the bandwidth to meet CPI's needs. If additional bandwidth is needed over and above what can be made available, CPI will order additional services.
  - c. Upgrade the Fine Arts Building to a gigabit infrastructure to make the facilities available to CPI if necessary (CPI will pay for the equipment).
  - d. Run two additional data lines in the Fine Arts Building, one additional data line in the Physical Education Building, and one additional data line in the Library (CPI will pay for materials).
  - e. Provide a limited storage area for CPI's computer equipment and furniture (F22).
  - f. Install temporary power and phone lines to meet CPI's needs (CPI will pay for materials).
  - g. Provide assistance with the implementation of CPI's operation on BCCC's campus during the initial setup following a disaster.

- h. Provide access to BCCC's copy center and print shop following the disaster.
- i. All equipment installed by BCCC will meet BCCC's specifications and remain the property of BCCC.

2. CPI agrees to:

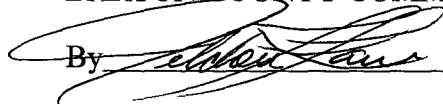
- a. Pay \$300 a month to BCCC to increase BCCC's Internet connection to a T1/CIR capacity through the end of the contract.
- b. Purchase the equipment to upgrade the Fine Arts Building to gigabit infrastructure at a cost of \$7,738.
- c. At the time of the disaster, provide the mini-switches and any other pieces of equipment/materials that will be necessary to connect multiple computers to the data ports on a temporary basis.
- d. Purchase the materials to install multipair phone cable from BCCC's demark to the host locations.
- e. Provide phones for CPI's use.
- f. Purchase the materials to install two data runs in the Fine Arts Building at a cost of \$170, one data run in the Physical Education Building at a cost of \$48, and one data run in the Library at a cost of \$48.
- g. Provide all computers, furniture, and equipment necessary for CPI's use.
- h. Provide insurance coverage on all CPI equipment used or stored on BCCC's campus.
- i. Pay for any printing and copying costs while utilizing BCCC's copy center/print shop.
- j. CPI will provide a time-line for their construction/relocation/repair as soon as it is feasible to do so.

3. At the time of the contract, the Primary locations have been identified as (maps attached – [REDACTED], [REDACTED]):  
F101, F108, F129A, F143, F14, F21, F22, F23, F24, P11A, P31, P43, P101, P120, P101A, P109A, P110A, P116B, D106, D107, L101, L104, L109(Limited), U104, U211, U220, U220, A101, A135, S102, S107, S109, C101, C102, C115, C130, C147, T100, T123, T137, T155, T161. It is expected that the primary locations will be used in the Fine Arts Building first (5,000 sq. ft.) and then additional primary locations will be added up to approximately (25,000 sq.ft.).

Secondary locations have been identified as all other spaces on BCCC's campus that may be made available depending on BCCC's needs at the time of the disaster (Approximately 105,000 sq.ft.). Both Primary and Secondary locations are subject to change depending on BCCC's use of the spaces over time. Depending on BCCC's needs at the time of the disaster, it may be determined to use both primary and secondary locations in one building in order to consolidate CPI's operations.

4. In the event it becomes necessary for CPI to utilize BCCC space for its operations on a temporary basis, the amount of compensation to be paid by CPI to BCCC shall be determined by calculating the amount of space used by CPI and arriving at a fair market value for the use of said space. If the parties are unable to agree to the fair market value, each party shall select an appraiser. The two appraisers shall agree on a third appraiser. The three appraisers shall either agree upon the fair market value of the space utilized or the average of the three appraisals shall be deemed to be the fair market value.
5. CPI agrees to hold BCCC harmless from any and all liability resulting from CPI's use of the facilities of BCCC. CPI further agrees to reimburse BCCC for any costs, fees, judgments, or other expenses incurred by BCCC as a result of this agreement or the use of the facilities of BCCC by CPI.
6. The term of this agreement shall be for a period of ten(10) years from the date first above written and subject, however, to any Kansas statute or regulatory limitations. The term of this agreement may be extended upon such terms and conditions as the parties may agree upon. Any extension or modification of this agreement shall be in writing. It is both party's objective to negotiate any extension or termination 2 years before the expiration of the contract to give CPI the time to make other arrangements, if necessary.
7. Upon the termination of this agreement, CPI agrees to remove all equipment and fixtures owned by CPI and restore the premises to its original condition at no cost to BCCC.

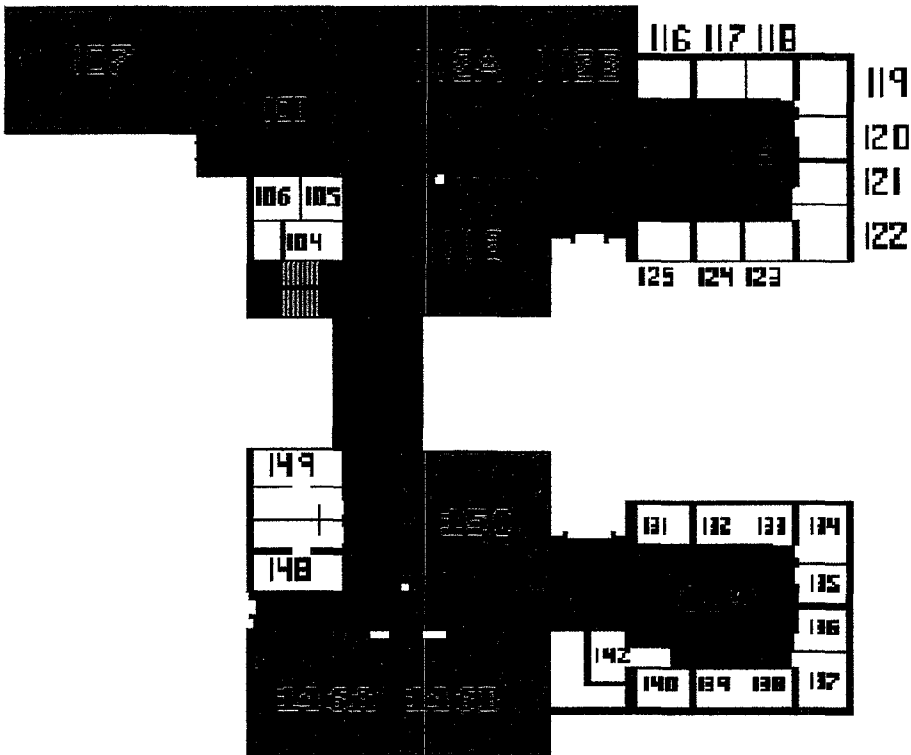
BARTON COUNTY COMMUNITY COLLEGE

By  \_\_\_\_\_

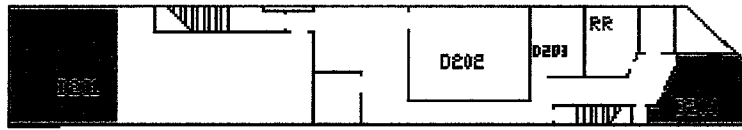
COMPENSATION PLANNING, INC.

By  \_\_\_\_\_

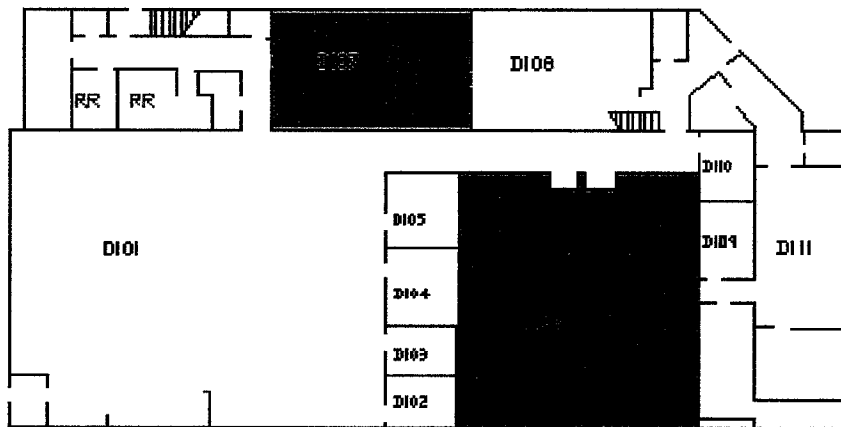
# CLASSROOM BUILDING

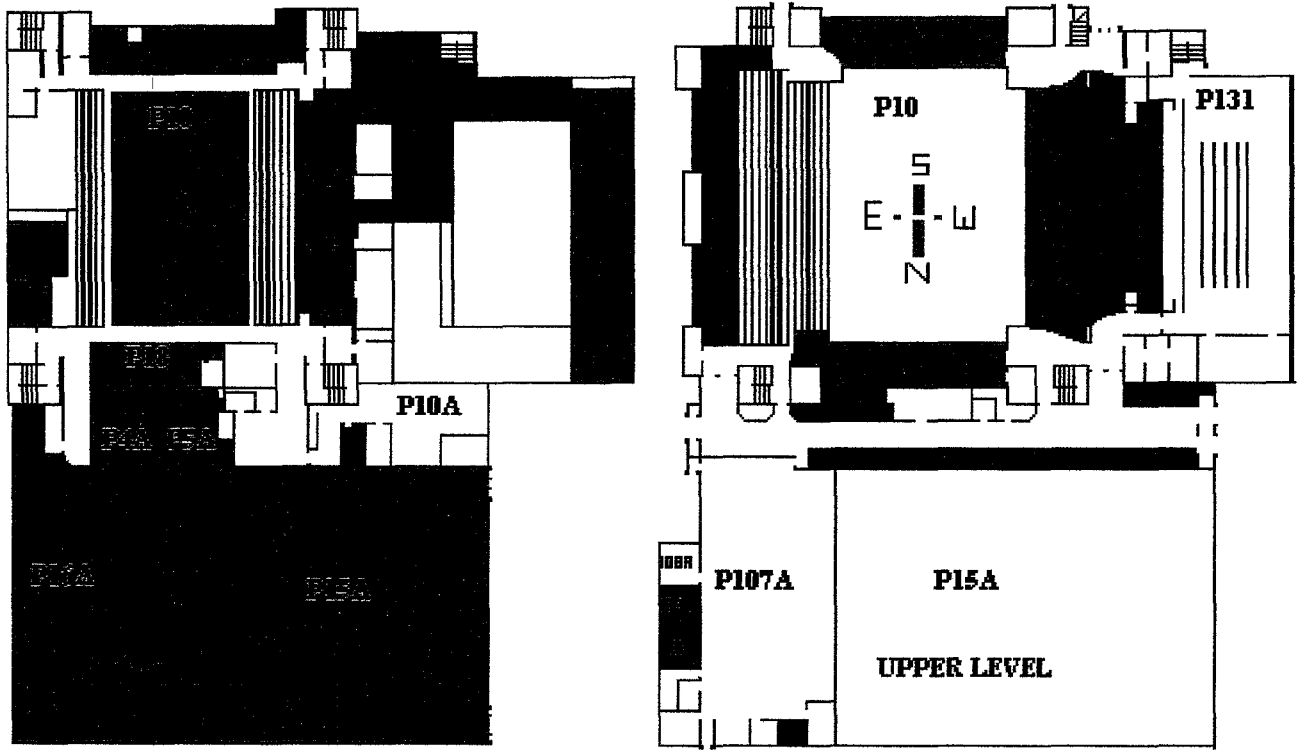


1025 Main



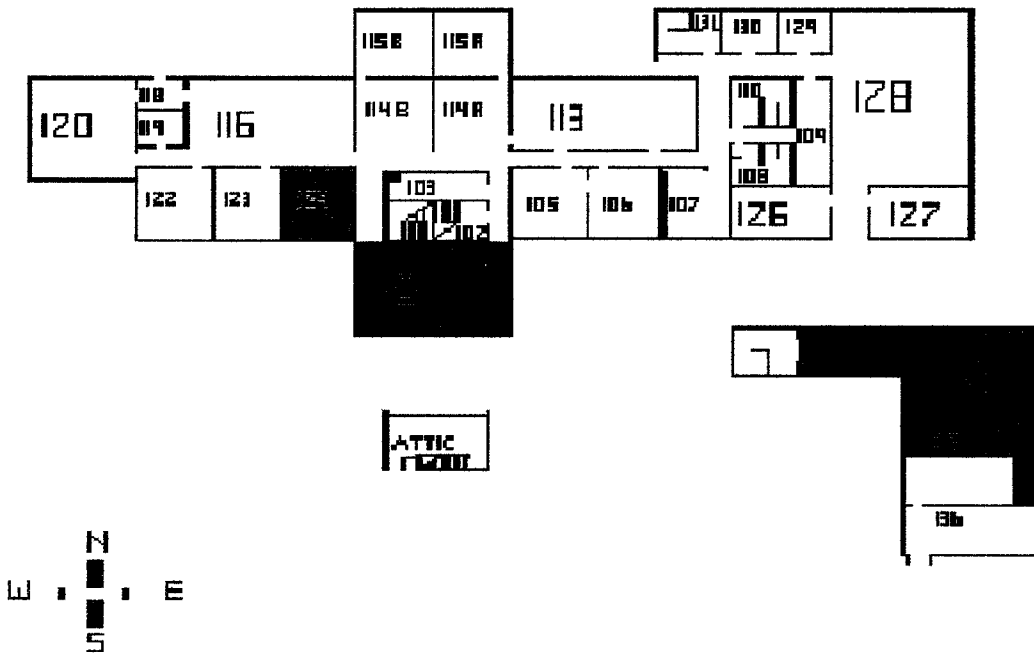
1025 Main



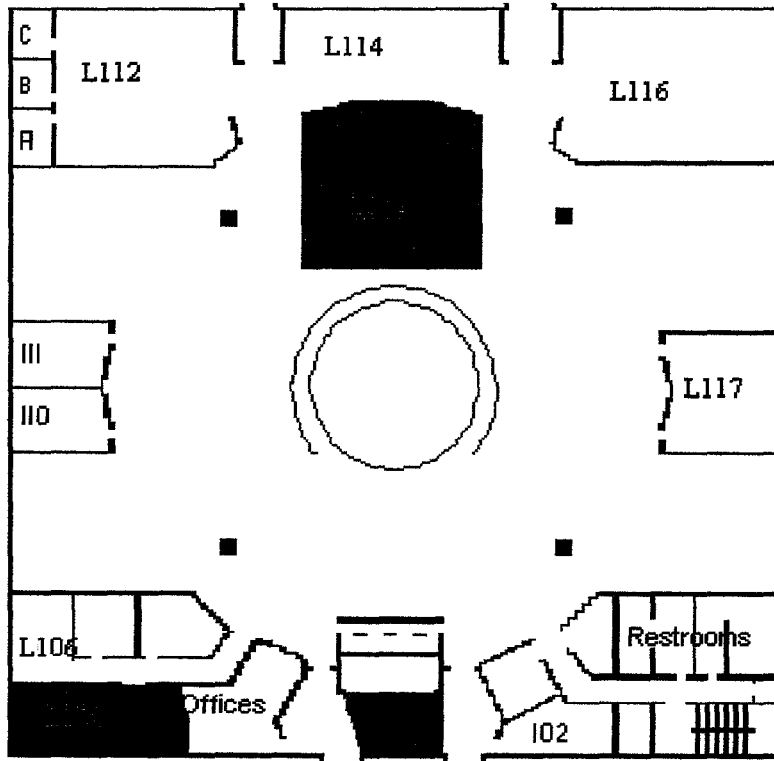


**PHYSICAL EDUCATION BUILDING & KIRKMAN CENTER**

# ADMINISTRATION BUILDING

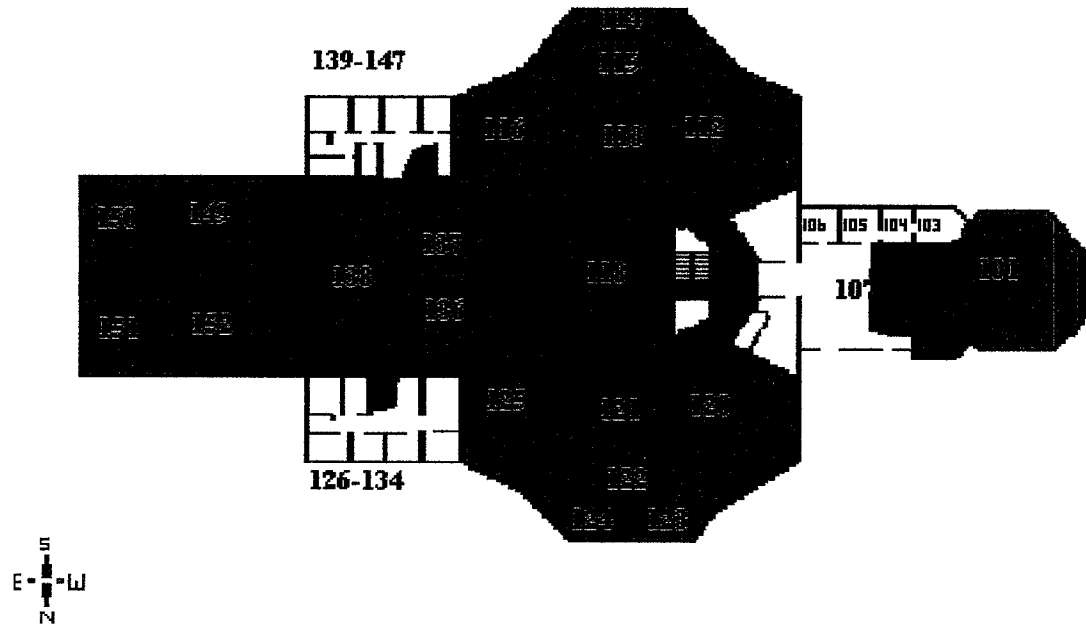


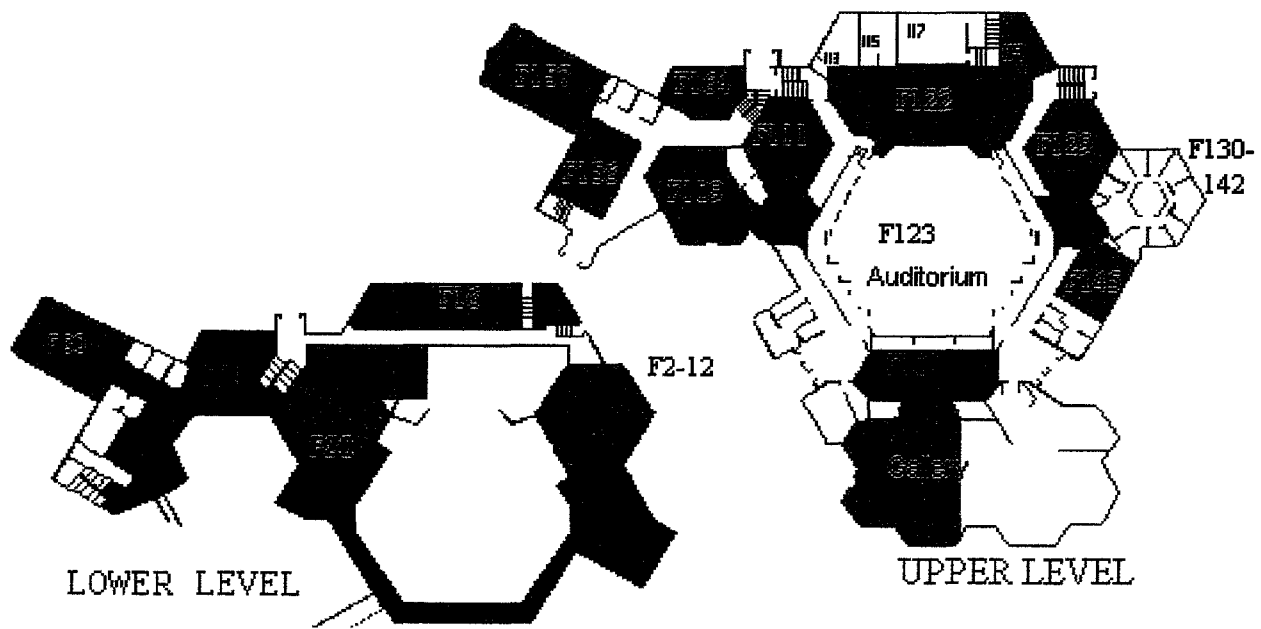
# LIBRARY BUILDING





# SCIENCE & MATH BUILDING





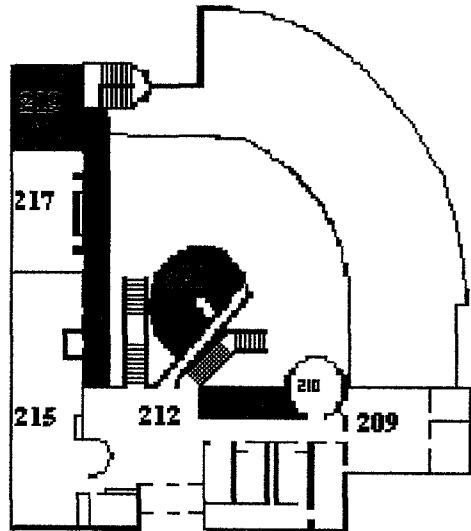
FINE ARTS BUILDING

# TECHNICAL BUILDING



# STUDENT UNION BUILDING

UPPER LEVEL



LOWER LEVEL

