



Board of Regents

Ted Strickland
Eric D. Fingerhut

University System of Ohio

DIRECTIVE 2008-023

October 7, 2008

Re: A SECOND AMENDMENT TO A JOINT USE AGREEMENT BETWEEN CLEVELAND STATE UNIVERSITY AND THE CLEVELAND PLAY HOUSE.

H.B. 496 includes a specific capital appropriation of \$200,000 to Cleveland State University for capital improvements to The Cleveland Play House facility. The Play House owns and operates the facility receiving state capital funds.

The Ohio Board of Regents' Rule 3333-1-03 requires that a joint use agreement between the institution for which funds are appropriated and the organization which will own or lease and operate facilities to be constructed or improved with such funds must be approved by the Chancellor. Cleveland State University and the Cleveland Play House presented a joint use agreement for approval.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than fifteen 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 Regents' web site for purposes 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 Cleveland State University and the Cleveland Play House.

This directive will take effect immediately.

Eric D. Fingerhut
Chancellor, Ohio Board of Regents

mlc

**SECOND AMENDMENT TO JOINT USE AGREEMENT
BETWEEN THE CLEVELAND PLAY HOUSE AND
CLEVELAND STATE UNIVERSITY**

This SECOND AMENDMENT TO JOINT USE AGREEMENT (“Second Amendment”), between THE CLEVELAND PLAY HOUSE, an Ohio non-profit corporation (“Play House”) and CLEVELAND STATE UNIVERSITY, an instrumentality of the State of Ohio created and existing under Chapter 3544 of the Ohio Revised Code (“UNIVERSITY”) is entered into as of the last date written below.

RECITALS

WHEREAS, UNIVERSITY and PLAY HOUSE have for more than twenty years participated in an educational/professional relationship pursuant to the letter agreement to UNIVERSITY from PLAY HOUSE dated June 30, 1982 (the “1982 Agreement”), the agreement between UNIVERSITY and PLAY HOUSE executed in January, 1987 (the “1987 Agreement”), in 1991 (the “1991 Agreement”), in 1994 (the “1994 Agreement”), in 1996 (the “1996 Agreement”); in 1998 (the “1998 Agreement”), the agreement between UNIVERSITY and PLAY HOUSE entered into in 1999 (the “1999 Agreements”); the agreement between UNIVERSITY and PLAY HOUSE entered into in 2001 (the “2001 Agreement”) and the First Amendment to Joint Use Agreement in 2005 (the “First Amendment”). It is the intention of this Second Amendment to continue and further develop this educational/professional relationship which has been mutually beneficial to both parties;

WHEREAS, UNIVERSITY and PLAY HOUSE wish to modify in part and ratify as to the balance, the Agreements cited above;

WHEREAS, the Ohio General Assembly passed House Bill Number 119, which appropriates a sum of Two Hundred Thousand Dollars (\$200,000) (“Funds”) to UNIVERSITY to be used by PLAY HOUSE for capital renovations to its facility.

WHEREAS, the State of Ohio capital appropriations released through the Ohio Board of Regents require compliance with Ohio Board of Regents Rule 3333-1-03 (E), which specifically calls for the execution of a joint use agreement; and

WHEREAS, the UNIVERSITY has concluded that the value of the use of PLAY HOUSE by the UNIVERSITY as provided in the Second Amendment is reasonably related to the amount of the appropriation, and the terms of the Second Amendment are more favorable to the UNIVERSITY than to others.

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

- I. Use of PLAY HOUSE Facilities and Resources by UNIVERSITY. PLAY HOUSE agrees to provide the following services and make the following PLAY HOUSE facilities, resources and programs available to the UNIVERSITY.
 - A. Prior Obligations. The obligations and commitments of PLAY HOUSE contained in the 1982 Agreement, the 1987 Agreement, the 1991 Agreement, the 1994 Agreement, the 1996 Agreement, the 1998 Agreement, the 1999 Agreement; the 2001 Agreement; and the First Amendment shall remain in full force and effect under the terms and for the periods set forth therein, except as expressly modified by this Amendment.
 - B. Extension of Prior Agreements. In addition to other extensions set forth in the First Amendment (attached hereto and incorporated herein as **Exhibit "A"**), the provisions of the 2001 Agreement, 1999 Agreement, the 1998 Agreement, the 1996 Agreement, the 1994 Agreement, the 1991 Agreement, and the 1987 Agreement are hereby expressly extended and only modified as follows:
 1. ACADEMIC SUPPORT.
 - a. Curriculum Consultancy. PLAY HOUSE Artistic Director and Managing Director will consult with UNIVERSITY's College of Arts and Sciences on its Dramatic Arts Program Curriculum as requested by UNIVERSITY Dramatic Arts leadership.

- b. Backstage Tours. PLAY HOUSE will provide backstage tours upon request for UNIVERSITY student classes. Backstage Tours can be scheduled by contacting Director of Education Cathy Hartenstein at 216-795-7000, extension 270, or chartenstein@clevelandplayhouse.com.
- c. Instruction by PLAY HOUSE Professional Staff and Artists. PLAY HOUSE Professional Staff and Artists will provide lectures, Master Classes, seminars, and other such instruction for UNIVERSITY Courses according to a mutually agreeable schedule. The content of such coursework shall be requested in writing by UNIVERSITY well in advance of the time it is needed, preferably at least two months prior to the start of classes in the relevant semester. All such guest lectures and seminars by PLAY HOUSE Professional Staff are subject to the availability of appropriate personnel, though PLAY HOUSE promises to provide at least twelve hours of such instruction each academic year.
- d. Symposia Participation. UNIVERSITY students and faculty will be invited to attend PLAY HOUSE symposia, and UNIVERSITY faculty to participate on symposia panels as requested by PLAY HOUSE, subject to availability and interest of such personnel.
- e. PLAY HOUSE Library. UNIVERSITY students and faculty may use the PLAY HOUSE Library by appointment. Also, the Rare Theatre Book Collection in Schubert Library shall be available to UNIVERSITY students and faculty by appointment. PLAY HOUSE will conduct a tour of its libraries for UNIVERSITY designees to acquaint them with the content of the PLAY HOUSE collection. Requests for access to PLAY HOUSE archives will be handled on a case-by-case basis, but will generally be made available to faculty and graduate level students. Such appointments may be made by contacting Executive Assistant Carole McKee at 216-795-7000, ext. 212, or cmckee@clevelandplayhouse.com.

2. PRODUCTION SUPPORT.

- a. Interchange of Costumes, Properties and Scenic Elements. PLAY HOUSE shall loan costumes, properties and scenic elements, as available, subject to reasonable policies and procedures, including damage and loss fees. This is primarily for the purpose of augmenting UNIVERSITY's theatre productions. In addition, PLAY HOUSE is willing to loan costumes to UNIVERSITY's Music Department at no fee, subject to the same conditions as those accorded to Dramatic Arts Program. A statement of policies and procedures governing such loans is attached to this Agreement as "**Exhibit B**" and incorporated herein.
- b. Participation in UNIVERSITY Productions. One (1) PLAY HOUSE Professional Staff director, designer or actor shall participate in one major UNIVERSITY production each year, subject to availability of such personnel. If such personnel is not available, PLAY HOUSE will work with UNIVERSITY to mutually determine a suitable student/artist interactive experience to replace this item. PLAY HOUSE and UNIVERSITY will plan such participation each spring in advance of upcoming academic year.

3. STUDENT ADVANCEMENT AND ENRICHMENT.

- a. Internships. Play House will provide two (2) or more internships to UNIVERSITY students in technical theatre, administration, and/or actor training as such opportunities are available. A standard internship application with instructions is available on the PLAY HOUSE website at www.clevelandplayhouse.com. UNIVERSITY will advise PLAY HOUSE of opportunities to promote its internship program to UNIVERSITY students.
- b. Technical Staff Positions. UNIVERSITY students may apply for non-union technical staff positions, including running crew

positions, with preference to be given to qualified UNIVERSITY students.

- c. Fellowships. PLAY HOUSE to give preference to qualified UNIVERSITY graduating seniors in the awarding of one-year fellowships at normal PLAY HOUSE internship wages.
- d. Educational Outreach. PLAY HOUSE to participate in dramatic arts workshops and other outreach/educational activities for high school students conducted by UNIVERSITY. Requests for such participation must be made in writing well in advance of the proposed workshops, and are subject to the availability of appropriate personnel.
- e. Mentoring. Play House to provide an educational mentoring experience in each of the following areas annually: Marketing, Box Office, Development, Stage Management, Technical Theater and Directing. UNIVERSITY to recommend highly accomplished students to participate in Mentoring program on an annual basis.

4. TICKETING AND FACULTY USE.

- a. Faculty Tickets. Each UNIVERSITY Dramatic Arts Faculty member shall receive two (2) complimentary tickets and parking for every production for the full term of this Agreement. PLAY HOUSE will provide UNIVERSITY with proper procedure to redeem all such complimentary tickets and parking passes.
- b. Ticket Allotments for Theatre Scholarships. An allotment of tickets to three (3) mainstage performances each season, including (1) one full house, will be provided to UNIVERSITY for re-sale. It is understood that proceeds from the sale of such tickets will be used to benefit theatre scholarships at UNIVERSITY.
- c. Complimentary Tickets to UNIVERSITY Productions. UNIVERSITY to provide PLAY HOUSE staff with complimentary tickets to UNIVERSITY theatre productions. UNIVERSITY to

provide PLAY HOUSE with schedule and procedures for accessing such tickets.

- d. Faculty, Staff and Student Tickets. UNIVERSITY faculty and staff tickets to PLAY HOUSE productions are \$5.00 off of the regular ticket price. Student tickets will be \$6.00, \$5.00 of which will be used to fund scholarships for theatre students. UNIVERSITY to provide procedures for remitting proceeds of such ticket sales to UNIVERSITY.
- e. Dress Rehearsals. Subject to PLAY HOUSE Artistic Director's approval, UNIVERSITY theatre majors may attend final dress rehearsals of Play House productions. PLAY HOUSE will provide schedule and procedures for accessing such rehearsals.
- f. Facility Use for Fundraising Events. PLAY HOUSE to provide UNIVERSITY with one day free rental per year of Bolton or Drury Theatres to use for a fundraising event, subject to availability. It is understood that the proceeds of such fundraising events shall benefit theatre scholarships at UNIVERSITY. Other than rental fees, UNIVERSITY shall be responsible for the expenses for such fundraising events, including hourly personnel and other direct expenses.

5. PROMOTION.

- a. Program Advertisements. UNIVERSITY shall be allotted a one-half page advertisement in the program booklets for two productions in the main stage season at no charge for the full term of this Agreement. UNIVERSITY shall provide advertising to PLAY HOUSE in printer-ready condition according to deadlines and specifications provided by PLAY HOUSE. PLAY HOUSE shall include an acknowledgement of the Joint Use Agreement in all subsequent programs, the text of which to be agreed upon by the parties. UNIVERSITY will provide similar acknowledgement in programs for the Dramatic Arts Program productions.

b. Annual Reports. Each annual report issued by Play House during the term of this Agreement shall (1) include a description of the UNIVERSITY-Play House relationship created by this Agreement and the prior Agreements, and (2) mention that the funds were provided via a state appropriation made to UNIVERSITY.

6. DISCONTINUED PROGRAMS UNDER PRIOR AGREEMENTS.

a. PLAY HOUSE Club Memberships. The PLAY HOUSE CLUB ceased business in 2007; therefore, there are no memberships to offer as part of the Second Amendment.

b. International Residencies. The PLAY HOUSE is no longer able to provide International Residencies.

c. PLAY HOUSE Plaque. In lieu of the permanent plaque placed in PLAY HOUSE rotunda recognizing the cooperative agreement between the parties, PLAY HOUSE agrees to provide prominent lobby recognition of said cooperative agreement as mutually agreed upon by the parties.

d. Joint Committee. Joint Committee comprised of PLAY HOUSE Managing Director and Artistic Director (or their designees as appropriate) and representative(s) of UNIVERSITY's Dramatic Arts Program shall meet at least semi-annually to review and monitor implementation of the Second Amendment. PLAY HOUSE proposes that Kevin Moore, Managing Director, and Mark Alan Gordon, Artistic Associate, fulfill this responsibility on behalf of PLAY HOUSE. A written report shall be prepared following each meeting and submitted to the UNIVERSITY's Board of Trustees.

II. Term: Termination Prior to Expiration of Term. The term of this Second Amendment shall commence as of July 1, 2008 and shall end twenty (20) years thereafter on June 30, 2028. If any of the terms or conditions contained in the Second Amendment are breached by PLAY HOUSE, then UNIVERSITY shall have the right to terminate this

Second Amendment upon forty-five (45) days' written notice to PLAY HOUSE, provided that PLAY HOUSE does not cure the breach within 45-day period.

- III. Reimbursement of State Upon Termination. In the event of this Second Amendment is terminated for any reason prior to twenty (20) years from the commencement date, PLAY HOUSE 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 PLAY HOUSE's obligations under this Second Amendment were fulfilled.
- IV. Compliance with Laws. PLAY HOUSE shall comply with all pertinent federal, state and local laws as well as state administrative regulations.
- V. Funds Used Only for Capital Improvements. The Funds provided under this Second Amendment shall be used by PLAY HOUSE only for capital improvements to the PLAY HOUSE complex at 8500 Euclid Avenue, Cleveland, Ohio 44106, including, but not limited to, HVAC and electrical improvements, office renovation, purchase of property and capital equipment, professional fees in relation to capital improvements, and parking and landscaping improvements (the "Project").
- VI. Ownership of PLAY HOUSE Insurance. The PLAY HOUSE facility is owned by the Cleveland PLAY HOUSE, a non-profit Ohio corporation, and is fully-insured.
- VII. Competitive Bidding. PLAY HOUSE, in connection with the Project, shall follow the competitive bidding procedures identified in Ohio Revised Code Chapter 153, including, but not limited to, publishing advertisements to seek bids, and awarding contracts to the lowest responsive and responsible bidder.
- VIII. Hold Harmless. PLAY HOUSE shall hold the State of Ohio and the UNIVERSITY, its officers, trustees and employees harmless from any and all obligations, expenses, liabilities or claims of any kind rising out of (1) the construction, renovation, operation, or maintenance of the PLAY HOUSE facility, and/or the UNIVERSITY, its officers, trustees or employees being named as a defendant or party to any lawsuit or adjudicatory proceedings, if such lawsuit or adjudicatory proceeding arises out of an action or omission, or an alleged action or omission, of PLAY HOUSE, its officers, trustees or employees, including, but not limited to, PLAY HOUSE'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.

- IX. Amendments. Any modifications to this Second Amendment shall be in writing, signed by PLAY HOUSE and UNIVERSITY and shall require approval by the Ohio Board of Regents.
- X. Records of UNIVERSITY Use. Upon request by the Ohio Board of Regents and/or the UNIVERSITY, the PLAY HOUSE shall supply the Ohio Board of Regents and/or the UNIVERSITY with all pertinent records that measure the nature and extent of use of PLAY HOUSE facilities by the UNIVERSITY, the terms and conditions governing such use and the specific benefits derived by the UNIVERSITY under this Second Amendment.
- XI. Distribution of Funds; Administrative Costs. Upon execution of this Second Amendment, UNIVERSITY shall submit to the Ohio Board of Regents a formal request for the release of the Funds. After the release of the Funds, PLAY HOUSE shall submit to UNIVERSITY requests for payment of amounts along with documentation of contractor invoices or purchase orders related to obligations incurred by PLAY HOUSE for permitted uses of the Funds. A tentative disbursement schedule is attached hereto as **Exhibit C**. From the Funds, UNIVERSITY shall receive administrative costs in the amount of Three Thousand Dollars (\$3,000), which is equal to one and one-half percent (1 ½ %) of the total amount of the Funds.
- XII. 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.

The Cleveland Play House
8500 Euclid Avenue
Cleveland, OH 44106-0189
Attn: Managing Director

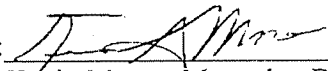
Cleveland State University
2121 Euclid Ave
Cleveland, OH 44115
Attn: Office of University Legal Counsel

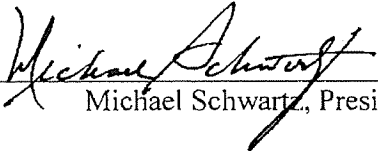
- XIII. Binding Nature. This Second Amendment shall be binding upon and inure to the benefit of PLAY HOUSE and the UNIVERSITY and their respective successors and assigns.
- XIV. Entire Agreement. This Second Amendment sets forth the entire agreement of the parties hereto relating to the subject matter of this Second Amendment, and all prior agreements, to the extent provided for herein.
- XV. Heading. The headings used in this Second Amendment are inserted only as a matter of convenience and for reference and should not be given effect in the interpretation of this Agreement.
- XVI. Governing Law. This Second Amendment 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 last signed below.

THE CLEVELAND PLAY HOUSE

CLEVELAND STATE UNIVERSITY

By: 
Kevin Moore, Managing Director

By: 
Michael Schwartz, President

Date: 7/2/08

Date: 8/29/08

EXHIBIT B

Policies and Procedures Governing Interchange of Costumes, Properties and Scenic Elements

COSTUMES

PLAY HOUSE is a non-profit theatre with an extensive and valuable costume stock that has taken decades to acquire. As with all theatres, limited budgets, limited staff and tight production schedules force us to rely heavily on our stock. It is to protect this valuable resource to us that the following polices are instituted:

- PLAY HOUSE reserves the right to refuse to loan any garment at the discretion of the costume shop manager, based on PLAY HOUSE production needs and the value or delicacy of any garment.
- PLAY HOUSE reserves the right to curtail or prohibit loans during exceptionally busy or heavy production periods, at the discretion of the costume shop manager. UNIVERSITY is encouraged to plan as far in advance as possible to maximize access to the collection.
- PLAY HOUSE does not generally loan accessories, but the Costume Shop Manager will consider special requests to loan such items to UNIVERSITY. Accessories include (but are not limited to):
 - Shoes, boots, Hats, Wigs
 - Padding, pregnancy, and fat pads
 - Corsets, bustles, panniers, Underwear
 - Jewelry
 - Canes, walking sticks, umbrellas, parasols
 - Shawls, scarves, handkerchiefs
 - Neckties, cravats, jabots
 - Purses, handbags, belts, suspenders, gloves
- PLAY HOUSE does not loan authentic, antique or delicate period clothing, or some specialty costumes.
- PLAY HOUSE loans only for theatrical use, and does not loan for parties, masquerades, benefits, Halloween, or similar events.
- These costumes are not for sale but for loan and purposes only.
- UNIVERSITY shall not hold PLAY HOUSE or its representatives responsible for any accidents, damages or injuries caused directly or indirectly in the use of loaned items.

APPOINTMENTS

Costumes are loaned by appointment only according to the following conditions:

- Appointments to pull or return costumes must be made at least 48 hours in advance, and within the loan hours; 10 AM to 5 PM on designated loan days (winter days Mondays and Fridays, summer days Tuesdays and Thursdays) at the discretion of the costume shop manager.

- UNIVERSITY should bring their list of measurements and a measurement tape to pull costumes, and the following information: contact name and phone number, name of production and dates of production from dress rehearsal to closing.
- At the time of the loan an appointment must be made for the loan return, generally within one week of the closing date.
- Costumes may be checked out on APPROVAL to have choices for fit, color, etc. Approvals must be returned to the costume shop loan representative before the first dress rehearsal date.
- If any costume is returned in need of restoration, a restoration fee will be charged at the rate of \$15 per hour.

TREATMENT OF COSTUMES

- Costumes must be returned in their original condition.
- NO PERMANENT ALTERATIONS ARE PERMITTED.
- Costumes cannot be cut, clipped, painted, dyed, distressed, defaced or permanently changed.
- Simple temporary adjustments of size or trim can be discussed at the time of loan with PLAY HOUSE representative. All adjustments must be restored before dry cleaning and return. (UNIVERSITY will be charged \$15 per hour if restoration is necessary.)
- If the need for major repairs occurs during the loan, contact the loan representative to discuss the problem.
- All costumes must be dry-cleaned or cold-water laundered as appropriate before return.
- Costumes have Cleveland Play House numbered identification tags which must be retained in all costumes. Any nametags which have been added by loaner must be removed before return.
- For any costumes not returned in their original condition, normal wear and tear excepted, damages shall be assessed at the discretion of the costume shop manager.

PROPERTIES AND SCENIC ELEMENTS

- UNIVERSITY assumes all responsibility for the transportation of loaned items to and from PLAY HOUSE. UNIVERSITY agrees to provide such labor as necessary for the pulling, loading, unloading, and restocking of loaned items unless other arrangements or fees have been agreed upon. *Pick up and returns can be made only by prior appointment with the appropriate department head.*
- Loaned items may not be modified, painted, defaced, or in any way altered without prior written consent of PLAY HOUSE.
- UNIVERSITY agrees to pay in full for the repair and/or replacement of items not returned in the same condition as when loaned, normal wear and tear excepted. Damages shall be assessed at the discretion of PLAY HOUSE.
- UNIVERSITY shall not hold PLAY HOUSE responsible for any accidents, damages or injuries caused directly or indirectly in the use of loaned equipment. Other waivers of liability and letters of intent may be required for special loaned items including, but not limited to weapons.

- PLAY HOUSE reserves the right not to loan certain items at the reasonable discretion of the appropriate department head, including for reasons such as fragility or to meet the needs of upcoming PLAY HOUSE productions.

CONTACTS

General Number: 216-795-7000

Costumes

Jeffrey Van Curtis, Costume Shop Manager (Ext. 254)
Carolyn Dickey, Assistant Costume Shop Manager (Ext. 254)
Estelle Painter, Craftsperson (Ext. 255)

Properties

Andrew Ferrell, Properties Master (Ext. 246)

General Production

Joe Martin, Production Manager (Ext. 242)
Penny Goersmeyer, Assistant Production Manager (Ext. 243)

Administration

Kevin Moore, Managing Director (Ext. 213)

Artistic

Michael Bloom, Artistic Director (Ext. 217)
Mark Alan Gordon, Artistic Associate (Ext. 208)

EXHIBIT "C"

PROPOSED DISBURSEMENT SCHEDULE

THE CLEVELAND PLAY HOUSE – CAPITAL IMPROVEMENT FUNDS

The Second Amendment to a Joint Use Agreement between Cleveland State University and
The Cleveland Play House

BACKGROUND

H.B. 496 includes a specific capital appropriation of \$200,000 to Cleveland State University for capital improvements to The Cleveland Play House facility. The Play House owns and operates the facility receiving state capital funds. As required by Ohio Administrative Code section 3333-1-03, the Cleveland State University submitted a Joint Use Agreement for consideration and approval by the Chancellor.

State capital funds will support installation of a wheelchair lift, construction to provide pedestrian access from Euclid Avenue to the Play House, and lighting, equipment and parking improvements at 8500 Euclid Avenue, Cleveland, Ohio.

REVIEW

Throughout the entire term of the second amendment, The Cleveland Play House will provide the following to Cleveland State -

1. Academic Support
 - a. Curriculum Consultancy
 - b. Backstage Tours
 - c. Instruction provided by Play House Professional Staff and Artists
 - d. Symposia Participation
 - e. Access to the Play House Library
2. Production Support
 - a. Loans of costumes, properties, and scenic elements
 - b. Participation in Cleveland State productions
3. Student Advancement and Enrichment
 - a. Play House internships to Cleveland State theatre students
 - b. Preference to qualified Cleveland State students for Play House technical staff positions
 - c. Preference to qualified Cleveland State graduates for Play House one-year fellowships
 - d. Participation in Cleveland State educational outreach activities
 - e. Educational mentoring to highly accomplished Cleveland State students in several business areas
4. Ticketing and Faculty Use
 - a. Complementary tickets for each Cleveland State Dramatic Arts Faculty member
 - b. Ticket allotments for theatre scholarships
 - c. Reduced price tickets for Cleveland State faculty, staff, and students
 - d. Invitations to Cleveland State theatre students to attend final dress rehearsals of Play House productions
 - e. Cleveland State use of facilities for university fundraising events
5. Promotion
 - a. Program advertising allotments to Cleveland State at no charge
 - b. Recognition of Cleveland State support in Play House annual reports

The agreement conforms to Ohio Administrative Code as follows –

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

RECOMMENDATION

Staff recommends Chancellor approval of the Second Amendment to the Joint Use Agreement between Cleveland State University and The Cleveland Play House.

JOINT USE AGREEMENT ANALYSIS

Institutions Involved Cleveland State University/Cleveland Play House

Project Title Cleveland Play House

Capital Bill HB 699 Item CAP-155, Cleveland Playhouse

- Yes 1. Is the facility to be built/improved identified specifically by address or location?
- Yes 2. Does the non-profit organization now own the property or have a long term lease? If not, when will it control the property?
- Yes 3. Does the agreement provide for use of the facility for at least 15 years from the time that it is ready for occupancy?
- Yes 4. If the agreement is terminated, is there a pro rata reimbursement clause? Is the reimbursement formula correct?
- Yes 5. Will funds be used only for capital improvements and not operating costs?
- Yes 6. Will the non-profit hold the institution harmless for all operation/maintenance costs?
- Yes 7. Will the non-profit comply with federal, state and local laws and rules?
- Yes 8. Is the non-profit required to competitively bid as outlined generally in ORC Chapter 153 (published ads, sealed bids, public opening, award to lowest responsive and responsible bidder, etc.)?
- Yes 9. Does the contract provide for a 1.5% administrative fee for the institution?
- Yes 10. Does the agreement require that amendments be approved by the Board of Regents?
- Yes 11. Is a drawdown schedule or payment procedure included?
- Yes 12. Are the extent and nature of spaces and uses adequately described?
- Yes 13. Are the terms and conditions of use of the facility described?
- Yes 14. **Has the institution demonstrated that the value of the use of the facility is reasonably related to the amount of the appropriation? (See attached worksheet)**
- Yes 15. Is the facility insured?

Joint Use Agreement Worksheet

The Ohio Board of Regents

June, 2008

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:	\$200,000.00
2. Estimated annual debt service on the appropriation:	\$15,375
3. Term of the state bond, in years:	20 Years

Section II: Estimated value of use of the facility.

	Use(s) of the facility	Annual value of use	# of years
a.	Backstage tours	\$500	20
b.	Instruction by CPH Professionals	\$2,000	20
c.	Costume, Props & Scenic Loans	\$10,000	20
d.	Participation in CSU productions	\$5,000	20
e.	Internships / Mentoring	\$5,000	20
f.	Fellowship	\$14,000	20
g.	Faculty Tickets & Parking	\$1,200	20
h.	Dedicated Performances (1 full, 2 half)	\$24,000	20
i.	Student Ticket Program	\$24,000	20
j.	Facility Use / Fundraising Event	\$2,500	20

k.	Program advertisement	\$1,000	20
TOTAL ANNUAL VALUE		\$89,200	

Section III:

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

- a. Rate for Backstage tours (20 tours x \$25)
- b. Consultant Fee Schedule
- c. Standard CPH Rental Fees Schedule
- d. Artist Fee Schedule
- e. Estimated time and materials for CPH Staff
- f. Estimated time and materials for CPH Staff
- g. Actual value of tickets and parking fees
- h. Face value of tickets
- i. Face value of tickets
- j. Standard CPH Facility Rental Schedule