



Board of Regents

Ted Strickland, Governor
Eric D. Fingerhut, Chancellor

University System of Ohio

DIRECTIVE 2010-011

February 22, 2010

~~Re: A JOINT USE AGREEMENT BETWEEN CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE AND THE MAYERSON CENTER/JEWISH COMMUNITY CENTER~~

H.B. 420 from the 127th General Assembly amended H.B. 496 to include a specific capital appropriation of \$200,000 and H.B. 562 to include a specific capital appropriation of \$500,000 to Cincinnati State Technical and Community College for a Jewish Community Center (JCC) project. The JCC will own the facility to be built with 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. Cincinnati State Technical and Community College and the Mayerson Center/Jewish Community Center 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 Cincinnati State Technical and Community College and the Mayerson Center/Jewish Community Center.

This directive will take effect immediately.

Eric D. Fingerhut
Chancellor, Ohio Board of Regents

mlc

Joint Use Agreement between Cincinnati State Technical and Community College and
the Mayerson Center/Jewish Community Center

BACKGROUND

H.B. 420 from the 127th General Assembly amended H.B. 496 to include a specific capital appropriation of \$200,000 and H.B. 562 to include a specific capital appropriation of \$500,000 to Cincinnati State Technical and Community College for a Jewish Community Center (JCC) project. The JCC will own the facility to be built with state capital funds. As required by Ohio Administrative Code section 3333-1-03, Cincinnati State Technical and Community College submitted a Joint Use Agreement for consideration and approval by the Chancellor.

State funds will support the construction of a new facility located at 8485 Ridge Road, Cincinnati, Ohio.

REVIEW

Throughout the entire term of the agreement, the JCC will provide the following to the College –

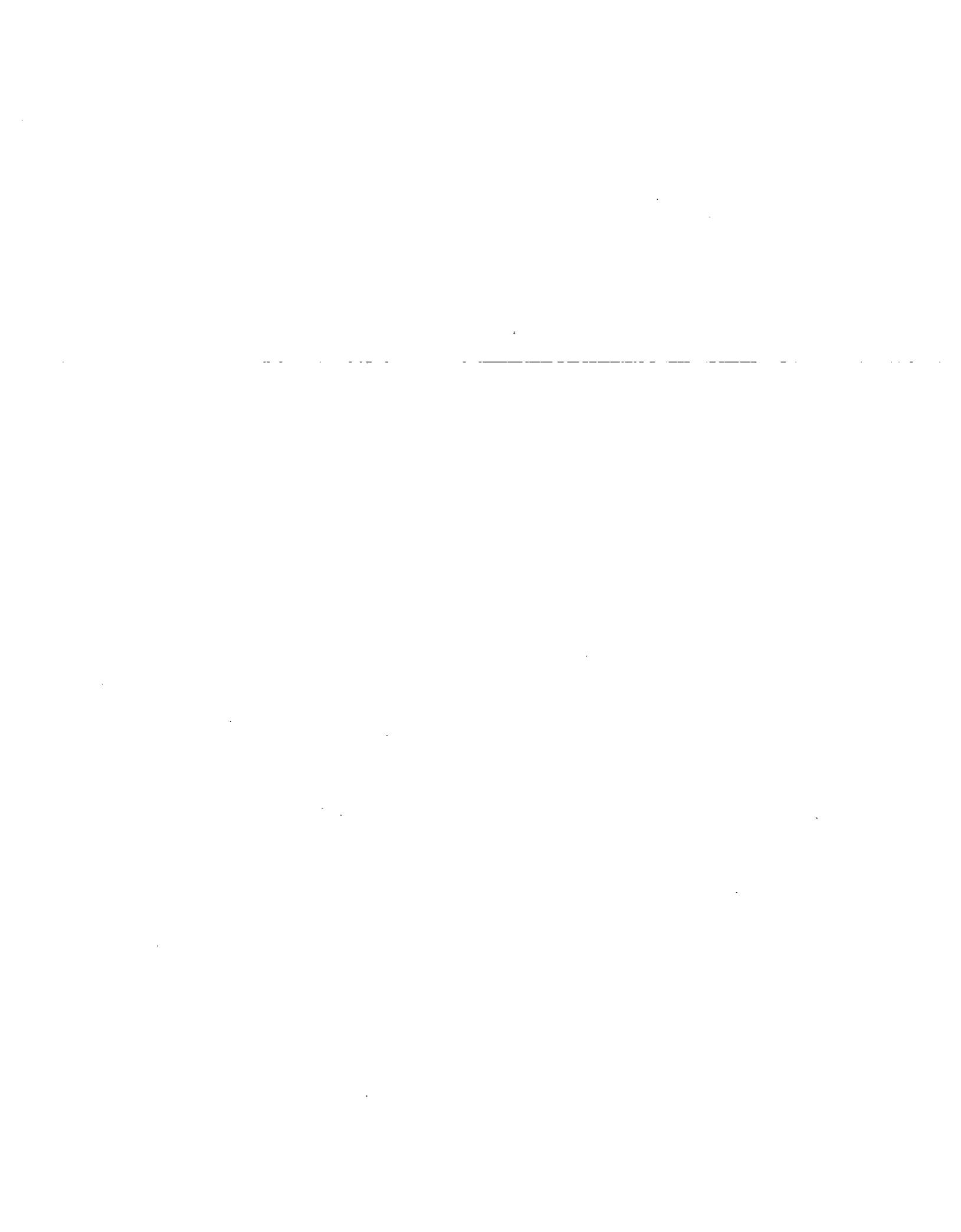
- 1) Students of the college will have access to co-operative education opportunities, work-study program placement, internships, and externships at the JCC.

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 Joint Use Agreement between Cincinnati State Technical and Community College and the Mayerson Center/Jewish Community Center.



Joint Use Agreement Worksheet

The Ohio Board of Regents

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:	\$600,000
2. Estimated annual debt service on the appropriation	<u>\$48,000</u>
3. Term of the state bond, in years:	<u>20 years</u>

Section II: Estimated value of use of the facility

Use(s) of the facility	Annual value of use	# of years
a. Student Education	\$32,400	15 years
b. Student Training	\$32,400	15 years

(*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.

Student Education Programming

Value: \$32,400 per year for 15 years

Mayerson Center/Jewish Community Center will offer Cincinnati State students opportunities to share their experiences various areas programming for The Center and the community. The students will gain firsthand experience in dealing with clients of the Mayerson Center/Jewish Community Center. Student led education programs can be in areas such as finances, computer usage, computer applications, horticulture, health care, hospitality, culinary, sign language, and occupational therapy.

The students get real life understanding and experience of their career choice while JCC gets the extra assistance from the students to assist with the various aspects of the center's programs.

The \$32,000 value is estimated. Without knowing the program requirements for the co-op or internship the number of students that would be participating, the estimate is based on a partial salary for 3 FTEs and materials that would be needed in performing their duties.

We can accommodate up to 3 students per their co-op or internships.

The \$32,000 annual rate includes a minimum of 3 students working at the Mayerson Center/Jewish Community Center. The value was estimated as follows:

$\$10.00 \text{ per hour} \times 30 \text{ hours per week} \times 36 \text{ weeks} \times 3 \text{ interns} = \$32,400$

Student Cooperative Education Experiences
Value: \$32,400 per year for 15 years

Mayerson Center/Jewish Community Center plans to utilize Cincinnati State students for their Co-op and Internship educational requirements. The students will gain experience in training and working with our Jewish Community Center in such areas as customer service, business applications, facilities management, horticulture, hospitality, fitness, and community service programs.

The students get interactive experience while JCC gets the extra assistance from the students to assist with the various aspects of new and expanded JCC programs.

The \$32,000 value is estimated. Without knowing the program requirements for the co-op or internship the number of students that would be participating, the estimate is based on a partial salary for 3 FTEs and materials that would be needed in performing their duties.

We can accommodate up to 3 students per their co-op or internships schedule.

The \$32,000 annual rate includes a minimum of 3 students working in our training program. The value was estimated as follows:

$\$10.00 \text{ per hour} \times 30 \text{ hours per week} \times 36 \text{ weeks} \times 3 \text{ interns} = \$32,400$



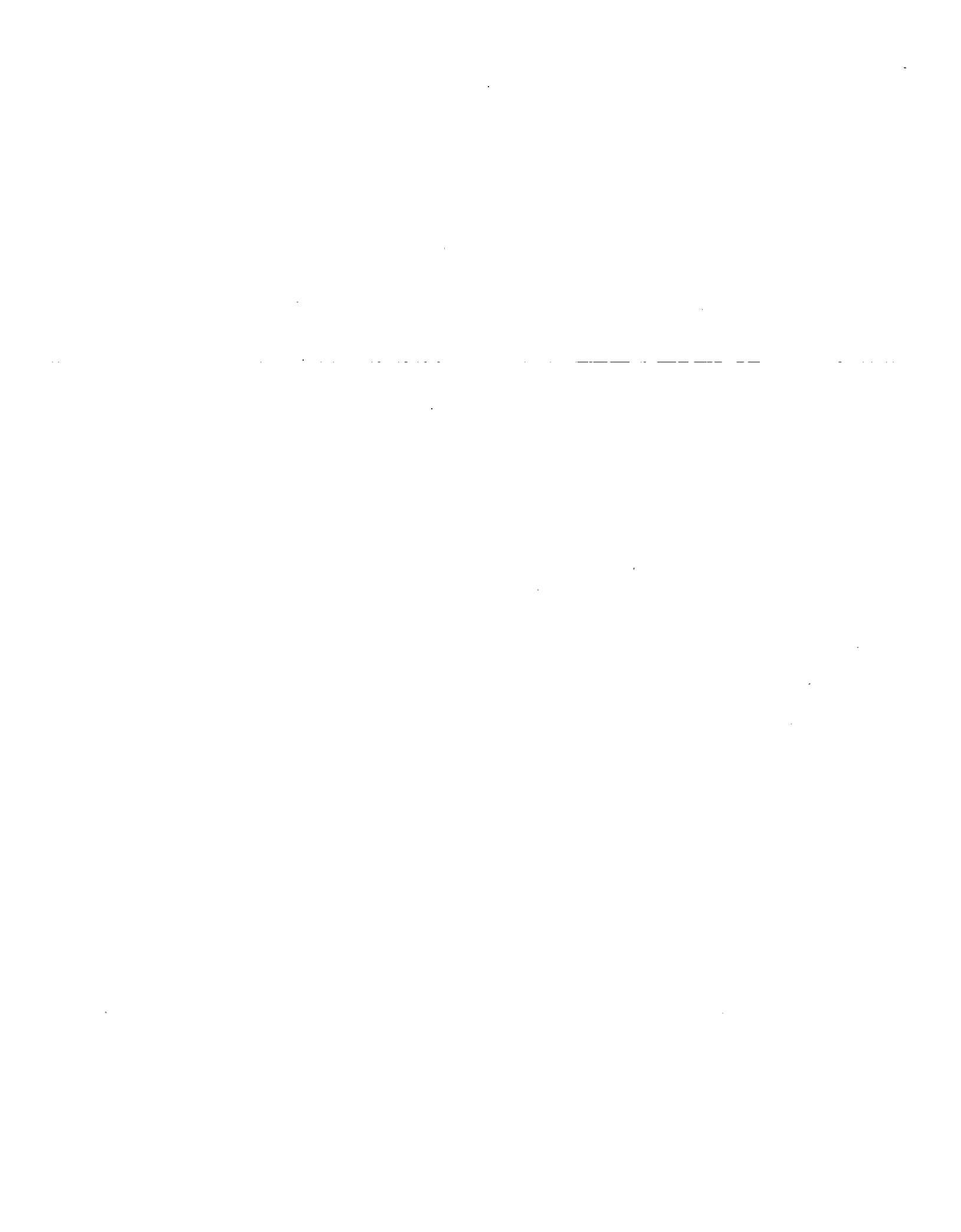
JOINT USE AGREEMENT ANALYSIS

Institutions Involved Cincinnati State Technical & Community College/The Mayerson Center/Jewish Community Center

Project Title Mayerson Center

Capital Bill HB 496, amended by HB 420 Item C36122 Mayerson Center

- 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 Chancellor of 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 USER AGREEMENT
BETWEEN
THE MAYERSON CENTER/JEWISH COMMUNITY CENTER
AND
CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE (CSTCC)**

THIS JOINT USER AGREEMENT ("Agreement") is between THE MAYERSON CENTER/JEWISH COMMUNITY CENTER, an Ohio non-profit corporation ("JCC") and CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE (CSTCC), an instrumentality of the State of Ohio created and existing under Chapter 3544 of the Ohio Revised Code ("CSTCC").

RECITALS

WHEREAS, the CSTCC's mission is to provide an education of high quality to students with diverse backgrounds, experiences, and educational needs, as well as serve as a catalyst, leader, and partner in the ongoing enhancement of the quality of life and economic viability of the region and the State of Ohio; and further, whereas JCC's mission is to provide cultural, social, nutritional, educational, wellness, and recreational programs, it is the intention of this Agreement to develop an educational relationship that will be mutually beneficial to both parties; and

WHEREAS, the 127th Ohio General Assembly passed Amended House Bill Number 420, which amended HB 496 and appropriated a total sum of \$700,000.00 to CSTCC to be used by JCC for the construction and equipping of a 144,000 square feet new facility at 8485 Ridge Road property (the "Project");

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

WHEREAS, the CSTCC has concluded that the value of the use of JCC's facilities and resources by the CSTCC as provided in this Agreement is reasonably related to the amount of the appropriation, and that the terms of this Agreement are more favorable to the CSTCC than to others;

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

1. Use of JCC's Facilities and Resources by CSTCC.

The JCC agrees to provide use of its planned facility, described more fully in Section 7 below, to the faculty and students of CSTCC's Academic Divisions for educational opportunities in human services and as a community site for service learning activities.

Moreover, JCC agrees to:

a. Provide CSTCC students with co-operative education opportunities, work-study program placement, internships and externships in a manner that is mutually beneficial to students, faculty, the CSTCC, and JCC. Each student placement will be arranged in accordance with mutually agreeable individualized goals tailored to the need of each student.

CSTCC faculty and students agree to abide by all applicable JCC policies, and to work in cooperation with JCC employees and volunteers.

2. Joint Committee. A Joint Committee comprised of JCC's representatives and representatives of CSTCC's Divisions will develop the details and guidelines for implementation of programs referenced in item (1) above.

The Joint Committee shall meet at least semi-annually to review and monitor implementation of the parties' commitments under this Agreement. A written report shall be prepared following each meeting, and submitted to each party and the Chancellor upon its request.

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

4. Term: Termination Prior to Expiration of Term. The term of this Agreement shall commence as of the date of execution set forth below and shall end fifteen (15) years thereafter.

5. Reimbursement of State upon Termination. In the event that this Agreement is terminated for any reason prior to (15) years from the commencement date, JCC 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 fifteen (15) and multiplying that sum by fifteen (15) less the number of full years that JCC's obligations under this Agreement were fulfilled.

6. Compliance with Laws. JCC shall comply in all material respects with all pertinent federal, state and local laws as well as state administrative regulations, applicable to the use of funds hereunder and to the operation of the Capital Improvement.
7. Funds Used Only for Capital Improvements. The funds provided under this Agreement shall be used by JCC only for capital improvements as provided in HB 496, including but not limited to, the construction/purchase of kitchen equipment, auditorium moveable seating and Ridge Road improvements located at 8485 Ridge Road in Amberley Village, Ohio
8. Ownership of JCC Insurance. The Project will be owned by JCC, and will be fully insured.
9. Competitive Bidding. JCC, in connection with the expenditures of Funds for the Project, shall, to the extent required by Chapter 153 of the Ohio Revised Code, follow the competitive bidding procedures for educational facilities construction, including, but not limited to, publishing advertisements to seek bids, receiving sealed bids and awarding contracts to the lowest bidder and responsible bidder.
10. Hold Harmless. JCC shall hold the State of Ohio and CSTCC, its officers, trustees and employees harmless from any and all obligations, expenses, liabilities or claims of any kind and/or the CSTCC, its officers, trustees or employees being named as a defendant or party to any lawsuit or adjudicatory proceedings, if such lawsuit or adjudicatory proceeding arising out of (1) the construction, renovation, operation, or maintenance of the Project, (2) an alleged action or omission of JCC, its officers, trustees or employees, including, but not limited to JCC'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.
11. Amendments. Any amendments to this Agreement shall be in writing, signed by JCC and CSTCC, and shall require approval by the Chancellor.
12. Records of CSTCC Use. Upon request by the Chancellor and/or the CSTCC, JCC shall supply the Chancellor and/or the CSTCC with all pertinent records, including financial records, which measure the nature and extent of use of JCC's

facilities by the CSTCC, the terms and conditions governing such use and the specific benefits derived by the CSTCC under this Agreement.

13. Distribution of Funds; Administrative Costs. Upon execution of this Agreement, CSTCC shall submit to the Chancellor a formal request for the release of the Funds. After the release of the Funds, JCC shall submit to CSTCC requests for payment of amounts along with documentation of contractor invoices or purchase orders related to obligations incurred by JCC for permitted uses of the Funds. A tentative disbursement schedule is attached hereto as **Exhibit A**. From the Funds, CSTCC shall receive administrative costs in the amount of **\$10,500.00** which is equal to one and one-half percent (1.5%) of the total amount of the Funds.
14. 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.

Jewish Community Center (JCC)
8499 Ridge Road
Cincinnati, Ohio 45236
Attn: Jeff Baden
CEO

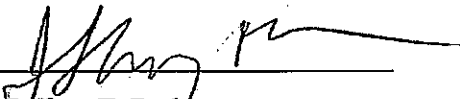
Cincinnati State Technical and Community College (CSTCC)
3520 Central Parkway
Cincinnati, Ohio 45223
Attn: Dr. John Henderson
Interim President/CEO

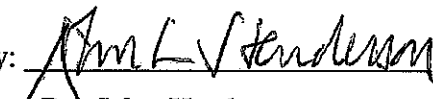
15. Binding Nature. This Agreement shall be binding upon and inure to the benefit of JCC and the CSTCC and their respective successors and assigns.
16. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto relating to the subject matter of this Agreement.
17. Heading. 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 hereto have executed this Agreement as of the month, day and year signed.

JEWISH COMMUNITY CENTER (JCC)

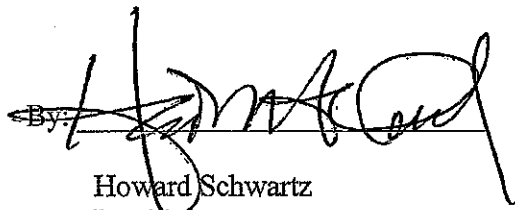
CINCINNATI STATE TECHNICAL AND
COMMUNITY COLLEGE (CSTCC)

By: 
Jeffrey T. Baden
CEO

By: 
Dr. John Henderson
Interim President/CEO

Date: 1/9/10

Date: 1/6/10

By: 
Howard Schwartz
President

Date: 1/11/10

EXHIBIT "A"

PROPOSED DISBURSEMENT SCHEDULE

THE JEWISH COMMUNITY CENTER – CAPITAL IMPROVEMENT FUNDS

The Jewish Community Center (JCC) requests an immediate disbursement of the entire \$700,000.00 appropriation, less \$10,500.00 in administrative costs to which Cincinnati State Technical and Community College (CSTCC) is entitled.

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JOINT USE AGREEMENT ANALYSIS

Institutions Involved Jewish Community Center and CSTCC

Project Title JCC Capital Improvements

Capital Bill House Bill # 420

Item _____

- 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?
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- 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?