



DIRECTIVE 2016-024

June 23, 2016

RE: JOINT USE AGREEMENT BETWEEN KENT STATE UNIVERSITY AND WESTERN RESERVE PUBLIC MEDIA.

Kent State University has been granted appropriations contained in House Bill 497 of 130th General Assembly in the amount of fifty thousand dollars. Western Reserve Public Media will use the funds to improve the facility owned by Western Reserve Public Media. As required by Ohio Administrative Code section 3333-1-03, Kent State University submitted a Joint Use Agreement for consideration and approval by the Chancellor.

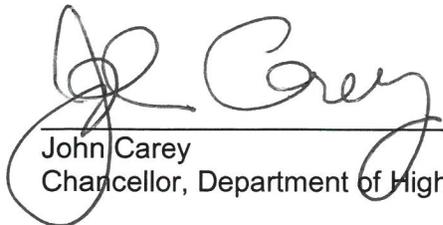
The agreement conforms to Ohio Administrative Code as follows –

- 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 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 Kent State University and Western Reserve Public Media.

This directive will take effect immediately.



John Carey
Chancellor, Department of Higher Education

JOINT USE AGREEMENT

(For capital funds released to institutions for facilities not owned by the institution)

This Joint Use Agreement (“Agreement”) is entered into by and between Kent State University (“University”), an instrumentality of the State of Ohio, created under Chapter 3341 of the Ohio Revised Code, whose address is 1125 Risman Dr. Kent, OH 44242 and Northeastern Educational Television of Ohio, Inc. (“Organization”), dba Western Reserve Public Media, a non-profit organization, who address is 1750 Campus Center Dr., Kent, OH 44240.

WHEREAS, the General Assembly has enacted Amended House Bill Number 497, which includes Section 207.150 that provides for appropriation C270F2 of capital improvement resource directed to the University for the use and further enhancement of the Organization’s mission in cooperation with the University, in the sum of Fifty Thousand Dollars (\$50,000).

WHEREAS, the University will submit to the Department of Higher Education requests for the release of the \$50,000 appropriation herein identified which will be used by the Organization for certain internal capital improvements of the Western Reserve Public Media Multimedia Room (“Facility”) located at 1750 Campus Center Drive, Kent, OH 44242, as described in Attachment B.

WHEREAS, Ohio Administrative Code §3333-1-03(E) requires a public institution to submit to the Chancellor of the Department of Higher Education a joint use agreement that contains the requirements in (E)(1)-(11) for review and approval.

WHEREAS in consideration of the University’s assistance in the release of the above-mentioned appropriations and in accordance with the requirements of Amended HB 497, the Organization desires to entre into a joint use arrangement with the University under the terms set forth herein.

WHEREAS, the University has concluded that the value of the use and services of the Facility is reasonably related to the amount of appropriation through the worksheet included in this Agreement as Attachment A.

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

1. **Facility or equipment owned by the Organization.** The Western Reserve Public Media Multimedia Room is located inside the office building owned by the Organization at 1750 Campus Center Drive, Kent, Ohio 44242. The Facility is the only production facility owned by the Organization that is capable of live production.

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2. **Use of the facility or equipment by public institution.** The Organization will provide free institutional public service announcements each year produced from the Facility at a value commensurate with the debt service for the appropriation. Furthermore, the Organization will provide access to students from the University communications, journalism, and new media programs to operate studio production equipment and learn broadcast, broadband, and new media content production skills in a real-life professional environment.
3. **Reimbursement of funds.** In the event this Agreement is breached or terminated for any reason prior to twenty (20) years from the date the University has access to the facility, the Organization shall remit to the State of Ohio, a prorated portion of the Amended HB 497 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 the Organization's obligation under this Agreement were fulfilled.
4. **Use of funds.** The funds provided under this Agreement shall be used by the Organization only for capital improvements as defined in Amended HB 497.
5. **Insurance for facility and hold harmless.** The Organization has in place general liability insurance at commercially reasonable amounts to cover both the improvements and the services performed under this Agreement. The Organization shall hold the University, its officers, trustees and employees and the State of Ohio harmless from any obligations, expenses, liabilities or claims or any kind arising out of: (i) the construction, general operation or maintenance costs of the Organization's facility and/or (ii) the University, its officers, trustees, or employees or the State of Ohio being named as a defendant in or party to any lawsuit or adjudicatory proceeding, if such lawsuit or adjudicatory proceeding arises out of an action or omission, or an alleged action or omission, of the Organization, its officers, trustees or employees, including, but not limited to, the Organization'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.
6. **Compliance with federal, state and local law.** The Organization shall comply with all pertinent federal, state and local laws as well as state administrative regulations.
7. **Competitive bidding.** The Organization, in connection with the Project, shall follow competitive bidding procedures identified in Ohio Revised Code Chapter 153 for contracts for construction, including, but not limited to, publishing advertisements to seek bids, receiving sealed bids and awarding contracts to the lowest responsive and responsible bidders.

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8. **Payment.** An approved Controlling Board Request is required to release funds to the University. These funds will be encumbered upon release, and vouchered as reimbursement requests are received by the University from the Organization. Each reimbursement request shall be accompanied by contractor invoices and related supporting documentation. Upon approval of documentation, the University will reimburse the Organization.

9. **Appropriation administrative fee.** The University shall be paid for administrative costs incurred as a result of the Project. Such administrative costs shall be seven hundred fifty dollars (\$750.00), which is equal to one and one-half percent of the appropriation, and shall be paid to the University upon receipt of the appropriation.

10. **Amendments.** Any amendments to this Agreement shall be in writing signed by the Organization and the University and shall require approval by the Department of Higher Education.

11. **Approval required.** Commencement of this Agreement is subject to approval by the Department of Higher Education and shall continue for a period of twenty (20) years, after which time these mutual obligations will terminate unless otherwise extended.

12. **Review and inspection.** The Organization shall, upon request, supply the Department of Higher Education with all pertinent records which measure the nature and extent of use of the Organization facility by the University, the terms and conditions governing such use and the specific benefits derived by the University under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date set forth below.

ORGANIZATION

By: _____

Trina Cutter
Chief Executive Officer

Date: _____

May 20, 2014

KENT STATE UNIVERSITY

By: _____

Lisa (Jeannie) Reifsnyder
Associate Vice President, Finance & Admin.

Date: _____

5/23/14

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ATTACHMENT A

Project: Western Reserve Public Media Multimedia Room Upgrade

Date: _____

Section I: State appropriation information.

1. Amount of state appropriation provided:	<u>\$50,000.00</u>
2. Estimated annual debt service on the appropriation:	<u>\$3,844.00</u>
3. Term of the state bond, in years:	<u>20</u>

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. <u>Production of public service announcements</u>	<u>\$ 650</u>	<u>20</u>
b. <u>Student access for studio production (5X)</u>	<u>\$ 3,250</u>	<u>20</u>
c. _____	<u>\$</u>	_____
d. _____	<u>\$</u>	_____
e. _____	<u>\$</u>	_____
f. _____	<u>\$</u>	_____

(* 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 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 \$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.

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Section III: *Explanation how each use listed in Section II was valued*

a. Production of public service announcements

Western Reserve Public Media agrees to use the studio facility to produce one, 30-second Public Service Announcement annually. Our rate for up to three high-definition cameras, microphones, lights and the use of production control with a full-compliment of crew (director, technical director, audio engineer, camera operators) is \$650.

b. Student access for studio production (5X)

Western Reserve Public Media agrees to allow a crew of up to 10 new media content production students to use the studio facility up to five times a year (8 hour studio time per use) to produce a half-hour, studio production. Our rate for up to three high-definition cameras, microphones, lights and the use of production control with a staff producer/director to oversee the student operation is \$650, times 5 equals \$3,250.