



**Department of  
Higher Education**

John R. Kasich, Governor  
John Carey, Chancellor

**DIRECTIVE 2017-040**

May 18, 2017

**RE: JOINT USE AGREEMENT BETWEEN CUYAHOGA COMMUNITY COLLEGE AND  
THE ROCK AND ROLL HALL OF FAME AND MUSEUM, INC.**

Cuyahoga Community College has been granted appropriations contained in Senate Bill 310 of 131<sup>st</sup> General Assembly in the amount of one million dollars. Cuyahoga Community College will use the funds to improve the facility owned by The Rock And Roll Hall of Fame and Museum, Inc. As required by Ohio Administrative Code section 3333-1-03, Cuyahoga Community College submitted a Joint Use Agreement for consideration and approval by the Chancellor.

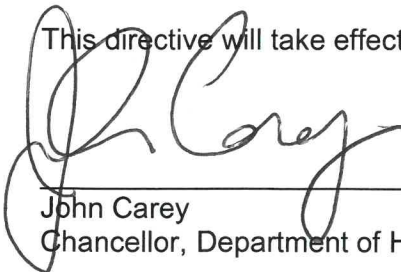
The agreement conforms to Ohio Administrative Code as follows –

- 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 Cuyahoga Community College and The Rock And Roll Hall of Fame and Museum, Inc.

This directive will take effect immediately.



John Carey  
Chancellor, Department of Higher Education

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## JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is made and entered into as of this 5 day of April 2017 by and between Cuyahoga Community College District (hereinafter referred to as the "College"), a public institution of higher education and an Instrumentality of the State of Ohio, created under Chapter 3354.02 of the Ohio Revised Code, whose address is 700 Carnegie Avenue, Cleveland, Ohio 44115 and The Rock and Roll Hall of Fame and Museum, Inc., an Ohio nonprofit, whose address is 1100 Rock and Roll Boulevard, Cleveland, Ohio 44114 (hereinafter referred to as "RRHF").

WHEREAS, the 131st General Assembly enacted Senate Bill 310 which includes a specific appropriation of capital resources in the amount of \$1,000,000, directed to the College for improvements and modifications to the facilities of the RRHF; and

WHEREAS, RRHF will provide the College with use of its facilities for fifteen to twenty (15-20) eleven (11) week Internship opportunities annually which will be mentored by RRHF's Education and Production staff. RRHF will offer weekly workshops during the month of January for students involved in the annual Tri-C High School Rock Off and provide two (2) behind-the-scenes tours for participating students; RRHF will provide the Foster Theater as a retreat space for Tri-C staff twice per year; RRHF will provide a customized curriculum for Tri-C's "History of Rock" course, developed and co-taught by RRHF Education Staff with Tri-C's Instructor of record; RRHF will provide free admission in the form of passes for 1,230 Tri-C community members; and RRHF will provide two Corporate Performer Memberships in exchange for the capital funds all as set forth more definitively in this Agreement; and

WHEREAS, Ohio Administrative Code §3333-1-03(E) requires a public institution to submit to the Chancellor of the Ohio Department of Higher Education 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 its use of RRHF's facilities, educational programs, and access to events are reasonably related to the amount of appropriation through the worksheet included in this Agreement as Exhibit A and made a part hereof.

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

1. Term. The term of this Agreement will commence when the College has use of the facility and shall remain effective for twenty years (the "Term").
2. Termination. RRHF may terminate this Agreement prior to the expiration of the Term by providing notice of its intent to terminate the Agreement to the College

at least six (6) months prior to the effective date of that termination.

3. Reimbursement of funds. In the event of termination of this Agreement or the College's right to use the facility is terminated by RRHF, RRHF shall immediately return to the State of Ohio a pro rata portion of the RRHF Appropriation (as defined below) to be calculated by dividing the amount of the RRHF Appropriation by twenty (20) and multiplying the result by 20 minus the number of full years that RRHF provided the benefits during the Term.
4. Appropriation administrative fee. The College shall submit to the Controlling Board, a request for the release of One Million Dollars (\$1,000,000) of the appropriation. Nine Hundred Eighty Five Thousand Dollars (\$985,000) of the appropriation will be for RRHF ("the RRHF Appropriation") and Fifteen Thousand Dollars (\$15,000) (1.5% of the appropriation) will be for actual administrative costs to the College. The parties anticipate that the appropriated funds will be released by the Controlling Board directly to the College. RRHF shall submit invoices and related documentation to the reasonable satisfaction of the College, after which the College shall transfer appropriate amounts to RRHF.
5. RRHF covenants that it shall use the RRHF Appropriation to transform the signature Hall of Fame exhibit and theater within the Museum and create new exhibit spaces to engage, teach, and inspire the public (hereinafter referred to as the "Project") located at 1100 Rock and Roll Boulevard, Cleveland, Ohio 44114. RRHF represents and warrants that it leases the property where the Project will be completed pursuant to ground lease with a term renewable through 2091, and RRHF has sufficiently insured its facilities and the Project.
6. Use of funds. The RRHF Appropriation shall be used only for capital improvements. RRHF has adopted a capital construction budget to be implemented in part with the funds contemplated by this Agreement. The planned Project and the costs associated with it are set forth in Exhibit A which is attached hereto and hereby incorporated into this Agreement. RRHF shall not utilize the RRHF Appropriation for operational expenses.
7. Use of the facility or equipment by public institution. Each year of the twenty (20) year term, RRHF shall make the benefits set forth in Exhibit A available to College.
8. Competitive bidding. RRHF, in connection with the construction work contemplated by the Project and funded by the RRHF Appropriation, shall use competitive bidding procedures equivalent to those enumerated in relevant provisions of Chapter 153 of the Ohio Revised Code involving publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders.



9. Insurance for facility and hold harmless. RRHF shall indemnify and hold harmless the College for all costs (including without limitation, attorney fees, and other costs of defense), losses, liabilities, and claims that arise from or are attendant to the construction, operation and maintenance cost of the Project.
10. Compliance with federal, state, and local law. RRHF shall comply with all pertinent federal, state, and local laws, including without limitation state administrative provisions.
11. Notice. All mailings and notices relating to legal matters involving this Agreement in any way shall be in writing and 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 mailings shall be addressed as follows:

Cuyahoga Community College  
Office of the President  
700 Carnegie Avenue  
Cleveland, Ohio 44115

Copy to: General Counsel (same address)

The Rock and Roll Hall of Fame and Museum, Inc.  
Attn: President and CEO  
1100 Rock and Roll Boulevard  
Cleveland, Ohio 44114

Copy to:  
General Counsel  
The Rock and Roll Hall of Fame and Museum, Inc.  
1100 Rock and Roll Boulevard  
Cleveland, Ohio 44114

12. Amendments. Any amendments to this Agreement require a prior written approval of the College and RRHF. Any amendments to this Agreement require the approval of the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect
13. Assignment. This Agreement may not be assigned. Any attempted assignment would be null and void.
14. Entire Agreement. This Agreement sets forth the entire agreement of the parties

concerning its 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.

15. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be constructed in all aspects as if such invalid or unenforceable provisions were omitted.
16. **Governing Law.** This Agreement shall be construed under Ohio law.
17. **Policy and Procedures.** The College acknowledges that the College's students will have to follow all rules of RRHF while in or on RRHF facilities. RRHF acknowledges that its staff will follow all rules of the College while in or on College facilities.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

CUYAHOGA COMMUNITY COLLEGE DISTRICT

By: DJH

Title: EVP/TREASURER

Date: 4/5/17

THE ROCK AND ROLL HALL OF FAME AND MUSEUM, INC.

By: [Signature]

Title: EVP & CFO

Date: 3.31.17

**EXHIBIT A**  
**Joint Use Agreement Worksheet**  
**The Ohio Department of Higher Education**

**Project:** Rock Hall transformation of signature exhibit/theater & new exhibit creation  
**Date:** March 2017

Prepared for Joint Use Agreement between Rock and Roll Hall of Fame Museum, Inc. ("RRHF") and Cuyahoga Community College District ("College") for the capital funds to support the Project. The budget for the Project is estimated at \$9,822,000.

*Section I: State appropriation information.*

1. Amount of state appropriation provided: \$1,000,000  
2. Estimated annual debt service on the appropriation: \$76,876.14  
3. Term of the state bond, in years: 20

*Section II: Estimated value of use of the facility.*

Use of the facility*	Annual value of use	# of years
a. 15-20 summer internship opportunities	\$ <u>7,676.14</u>	<u>20</u>
b. January workshops for HS Rock Off	\$ <u>17,095.00</u>	<u>20</u>
c. Foster Theatre as retreat space 2x/year	\$ <u>6,000.00</u>	<u>20</u>
d. Custom curriculum for "History of Rock"	\$ <u>12,200.00</u>	<u>20</u>
e. 1,200 passes for Tri-C community	\$ <u>28,905.00</u>	<u>20</u>
f. 2 Corporate Performer Memberships	\$ <u>5,000.00</u>	<u>20</u>

(\* List additional uses on separate page as needed.)

**TOTAL ANNUAL VALUE OF USE** **\$76,876.14**

*Section III: Basis for values shown in Section II.*

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.

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.

1. RRHF will provide up to 15-20 internship opportunities for Tri-C students per year. Mentored by Education and Production staff, students will participate in an 11-week summer internship program in live sound production and museum operations.

- a. 3 RRHF staff mentors working 4 hours per week for 11 weeks = 132 hours x \$38 per hour = \$5,016.00

- b. Usage of audio equipment for training = \$2,660.14

**Total: \$7,676.14**

2. RRHF Education Staff will offer one workshop per week to high school students from the Cleveland area and surrounding regions involved in the annual Tri-C High School Rock Off for a total of four (4) workshops.

In addition, staff will offer two (2) donor-level behind-the-scenes tours (to include access to the vault) to the groups of students who advance in the competition and return to the Rock Hall in subsequent weeks. Workshops will last one (1) hour, as will tours.

- a. Workshops Topics: music business, photography, film, recording, and music history.

- i. Location – Foster Theater: Four (4) uses (one per week) of the theater for lectures/workshops @ \$1,000 (2.5h rental) = \$4,000.00

- ii. Workshop Development – Four workshops custom-created annually by the education and production staff 3 staff @\$24 per hour (total for all 3 staff) x 15 hours = \$360

- iii. Workshop Presentation (4 workshops) = \$2,735.00

1. Two education staff @20.25 for 2.5 hours = \$101.25 per workshop—Total = \$405.00

2. Sound/light designer: \$500 per event (Union; 4 hr. call)—Total = \$2,000.00

3. Stage Manager: \$33 per hour for 2.5 hours per workshop, \$82.50 per workshop—Total = \$330.00



- iv. Tours: Two (2) donor-level, behind-the-scenes tours, including vault access, for returning rockers, lasting one hour each @ \$5000 = \$10,000.00

**Total: \$17,095.00**

- 3. RRHF will provide the Foster Theater as a retreat space for Tri-C staff 2x a year.

- a. Rental of Foster Theater: \$3,000 (7.5 hour rental) x2 = \$6,000.00

**Total: \$6,000.00**

- 4. RRHF Education Staff will develop a customized curriculum and co-teach Tri-C's "History of Rock" course with Tri-C's Instructor of record.

- a. Instructional cost: \$5,000 per semester = \$10,000 per year.
- b. Vice President of Education and staff will develop a customized curriculum in coordination with the Dean and Associate Dean of Creative Arts and Tri-C's instructor of record that integrate current exhibitions and latest historical research. 40 hours per year @ hourly rate \$55.00 = \$2,200.00

**Total: \$12,200.00**

- 5. RRHF will provide free admission to Tri-C community members. (Community members pay a fee to audit courses, use recreation facilities and attend performances and lectures. They receive an official Tri-C ID card and registration number).

- a. 1,230 community members per annum.
- b. Passes valued at \$23.50 (2016 general admission).
- c. 1,230 community members x \$23.50 = \$28,905.00

**Total: \$28,905.00**

- 6. RRHF will provide two (2) Corporate Performer Memberships valued at \$2,500 each. The Performer level benefits are outlined below. RRHF anticipates Tri-C being most interested in the highlighted benefits in relation to Jazz Fest. The VIP tours will need to be scheduled well in advance for RRHF to ensure adequate staffing, availability, and resources – particularly during peak season.

- Recognition in the Museum's Annual Report and on the Donor Wall
- Invitations to exclusive Rock Hall events, including Annual Donor Reception
- Two Corporate Membership cards, which provide free admission to the Museum (up to 6 people)\*\*
- 50 complimentary Museum admission tickets
- One staff-guided VIP tour (up to 6 people)\*\*\*
- A behind-the-scenes look in the Museum's Collections Artifact Vault (up to 6 people)\*\*\*
- Six (6) one-time-use parking passes
- Unique Corporate Donor gift
- Additional benefits include a subscription to Title Track, a 10% discount at the Museum store and a Member t-shirt
- A \$50 Museum membership to give as a gift

***\*\*The cards will be issued under Tri-C with the name(s) of a designated representative or staff***

***\*\*\* VIP and behind-the-scenes tours are by appointment only and will need to be scheduled in advance. Please contact the Vice President for Development and External Relations.***

**Total: \$5,000**

**Grand Total: \$76,876.14**

**Annual In-kind contribution: \$76,876.14**