



DIRECTIVE 2017-095

October 25, 2017

RE: JOINT USE AGREEMENT BETWEEN UNIVERSITY OF AKRON AND BATTERED WOMEN'S SHELTER MEDINA AND SUMMIT COUNTIES.

The University of Akron has been granted appropriations contained in Senate Bill 310 of 131st General Assembly in the amount of seven hundred fifty thousand dollars. The University of Akron will use the funds to improve the facility owned by the Battered Women's Shelter Medina and Summit Counties. As required by Ohio Administrative Code section 3333-1-03, the University of Akron submitted a Joint Use Agreement for consideration and approval by the Chancellor.

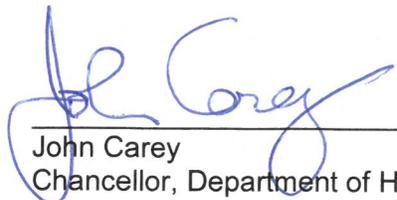
The agreement conforms to Ohio Administrative Code as follows –

- 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 the University of Akron and the Battered Women's Shelter Medina and Summit Counties.

This directive will take effect immediately.



John Carey
Chancellor, Department of Higher Education

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**JOINT USE AGREEMENT
BETWEEN
THE UNIVERSITY OF AKRON
AND
BATTERED WOMEN'S SHELTER
MEDINA AND SUMMIT COUNTIES**

THIS JOINT USE AGREEMENT ("Agreement") is made this 12 day of August, 2017 between The University of Akron, an institution of higher education, located at 302 Buchtel Common, Akron, Ohio 44325 ("UNIVERSITY") and The Battered Women's Shelter of Summit and Medina Counties, 974 East Market Street, Akron, OH 44305 ("BWS").

 WHEREAS, the Ohio General Assembly has approved the FY 2016-2017 Capital Budget (Senate Bill 310) which appropriates Seven Hundred Fifty Thousand and 00/00 Dollars (\$750,000) (the "Funds") to the UNIVERSITY to be used for facilities renovation, including the provision of dedicated space and common space to the UNIVERSITY to be used for multi-nursing disciplinary academic practicums and research as related to the College of Health Professions and clinic services provided by BWS (the "Project"), and

WHEREAS, the State of Ohio capital appropriations released through the Chancellor of the Ohio Department of Higher Education (the "Chancellor") require compliance with Ohio Administrative Code 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 the resources and programs of BWS by the UNIVERSITY 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 UNIVERSITY than to others.

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

1) Use of Facilities and Resources by the UNIVERSITY.

BWS shall provide UNIVERSITY with designated office space and common space for use in association with the multi-disciplinary practicum and research activities related to the Project. The designated office space and common space will be available during normal business hours (approximately 40 hours per week) and the designated office space will include data and phone connections, in-agency staff supervision and traditional office consumable needs. Such access by the UNIVERSITY further shall be subject to all rules and regulations adopted by BWS for the Project. The use by the College of Health Professions, including the provision of health screening and general health assessments, is detailed in Attachment A.

BWS shall use the funds to support the renovation expenses associated with the new shelter location at 974 E. Market Street, which is owned by BWS, so that services relating to shelter, counseling, case management and other social services will be available to persons seeking protection and support for family violence issues. To the extent practicable, BWS shall provide UNIVERSITY with opportunities for field placements, internships and employment for students in the fields of counseling, psychology and social work, as well as students in other disciplines relevant to the provided services.

- 2) Terms: Termination Prior to Expiration of Term. The term of this Agreement shall begin upon the availability of use of the capital improvement to the University and shall end twenty (20) years thereafter. BWS may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.
- 3) Reimbursement to State Upon Termination. In the event this Agreement is terminated for any reason prior to the end of its term, or if the University's right to use the facility ends prior to twenty years from the effective date of this Agreement, BWS 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 and multiplying that sum by twenty less the number of full years that the obligations of BWS under this Agreement were fulfilled.
- 4) Compliance with Laws. BWS shall comply with all pertinent federal, state, and local laws as well as state administrative regulations.
- 5) Renovation. The Funds will be used by BWS for those capital costs related to the Project conducted by BWS. Funds will be used for capital purposes only and not operating costs.
- 6) Hold Harmless. To the extent permitted by law, BWS agrees to hold the UNIVERSITY, its officers; trustees and employees harmless from any or all obligations, expenses, liabilities, or claims of any kind arising out of (1) all construction, operating and maintenance costs of the facility to be improved by the funds distributed in this Agreement; (2) the operation of programming and services offered by BWS, and/or (3) the UNIVERSITY, its officers, trustees or employees 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 BWS, or their respective officers, trustees or employees, including, but not limited to, the failure or alleged failure of BWS to comply with applicable public bidding requirements or any other federal, state or local law, ordinance, rule, order, directive or regulation. This section shall not apply to any claim arising solely out of the negligence or reckless misconduct of the UNIVERSITY, or its trustees, officers or employees.
- 7) Competitive Bidding. BWS, in connection with the Project, shall, to the extent required by law, follow the competitive bidding procedures as set forth in Ohio Revised Code Chapter 153, including, but not limited to, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders. The UNIVERSITY shall have the right to review and audit the records of BWS pertaining to their use of competitive bidding procedures.

- 8) Distribution of Funds: Administrative Costs. Upon execution of this Agreement, the UNIVERSITY shall submit to the Chancellor a formal request for the release of Funds. After the release of Funds, BWS shall submit to the UNIVERSITY requests for payment of amounts along with documentation of contractor invoices and/or purchase orders related to obligations incurred by BWS for permitted uses of the Funds. Such obligations must be properly documented to the UNIVERSITY'S satisfaction. From the Funds, the UNIVERSITY shall receive administrative costs of \$11,250, which is an amount equal to one and one-half percent (1 ½%) of the total amount of the Funds disbursed.
- 9) Amendments. Any amendments to this Agreement shall be in writing signed by BWS and the UNIVERSITY and shall require approval by the Chancellor.
- 10) Records of UNIVERSITY use. BWS shall, upon request by the Chancellor and/or the UNIVERSITY, supply the Chancellor and/or the UNIVERSITY with all pertinent records which measure the nature and extent of use of the BWS facilities by the UNIVERSITY, the terms and conditions governing such use and the specific benefits derived by the UNIVERSITY under this Agreement.
- 11) Notices. All notices to the parties given under this Agreement shall be in writing, sent by registered or certified mail (return receipt requested) and addressed to the parties at the addresses set forth below, or to such other address as either party shall be designated by prior notice.

Vice President for Finance and Administration and
Chief Financial Officer
The University of Akron
302 Buchtel Common
Akron, Ohio 44325

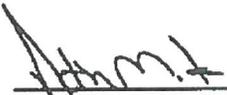
The Battered Women's Shelter of Medina and Summit Counties
974 East Market Street
Akron, OH 44305

- 12) Binding Nature. This Agreement shall be binding upon and inure to the benefit of BWS and the UNIVERSITY and their respective successors.
- 13) BWS annually shall provide evidence of general liability and property insurance for the shelter, with limits of no less than \$1,000,000/\$2,000,000.
- 14) Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto concerning the subject matter of this Agreement and supersedes all previous agreements, arrangements, discussions, representations, promises and understandings, whether written or oral, relating to the subject matter of this Agreement.
- 15) Headings. 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.

16) Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio.

The parties executing this Joint Use Agreement represent that they have the authority to bind their respective parties.

THE UNIVERSITY OF AKRON

BY: 
Nathan J. Mortimer

TITLE: Vice President for Finance & Administration/CFO

DATE: 8/14/17

BATTERED WOMENS SHELTER
OF MEDINA AND SUMMIT COUNTIES

BY: 
TERRI HECKMAN

TITLE: CEO

DATE: 8/22/17

Reviewed and approved for legal form and sufficiency:

BY: 
John J. Kelly
Associate Vice President and
Associate General Counsel
The University of Akron

DATE: 10 August 2017

Exhibit A
Joint Use Agreement Worksheets
The Ohio Department of High Education
_____, 2017

Project: Battered Women's Shelter of Summit and Medina Counties Facilities Renovation.
Prepared for the Joint Use Agreement between the Battered Women's Shelter of Summit and Medina Counties and The University of Akron ("University") for the capital funds to support the project. The budget for the project is estimated at \$750,000.

Section I: State appropriation information.

1. Amount of state re-appropriation provided:	\$ <u>750,000.00</u>
2. Estimated annual debt service on the appropriation:	\$ <u>57,657.11</u>
3. Term of the state bond, in years:	<u>20 years</u>

Section II: Estimated value of use of the Facility.

Dedicated University Medical / Internship Office space @ 325.11 square feet. The University of Akron will have a dedicated Medical Office at the new Battered Women's Shelter in Akron as a medical internship office space for its students. The size of the office is 325.11 sq. feet and the average cost of \$20.78 per square foot of space at the shelter x 325.11 equals \$6,755.79 of annual maintenance costs the University will not have to pay.

Shared space of 6.125% @ 40,000 square feet. The University of Akron students will work with the residents throughout the Battered Women's Shelter year-round. The estimated shared space (counseling/case management offices, resident classrooms, children's dayrooms and homework spaces, conference rooms, etc.) is no less than 6.125% of the 40,000 total square footage; which is 2,450.00 square feet of shared space x \$20.78 equals \$50,911.00.

<u>Use of the Facility</u>	<u>Annual Value of Use</u>	<u>No. of Years</u>
a. University Medical/Internship Office <325.11 sq. ft. @\$20.78>	\$6,755.79	20
b. Shared Space <6.125% of 40,000 sq. ft. @\$20.78>	\$50,911.00	20
	<u>\$57,666.79</u>	
Variance:	(\$ 9.68)	

Section III: Description of Services

The University of Akron, College of Health Professions is composed of the following programs of study and professional schools; Nursing, Social Work, Nutrition and Dietetics, Sports Science and Wellness Education, Speech Language Pathology and Audiology, Individual and Family Counselling, Respiratory Therapy and Allied Health. There is considerable potential for health services to be provided to clients of the Battered Women's Shelter (BWS) from existing programs and clinics within the College.

The Nursing Center for Community Health (NCCH) operates several community based, nurse led clinics serving vulnerable populations. The clinics provide primary and episodic health care to individuals across the life span. Care includes, but is not limited to health maintenance and disease prevention, health education, general health assessments for chronic diseases (i.e. blood pressure and diabetes checks), behavioral health assessment and behavioral health support. All NCCH clinics in the community serve as clinical training sites for students from nursing, nutrition, social work, sports sciences and wellness education. The allocated space at the BWS offer the opportunity for the NCCH to operate an on - site clinic, staffed by certified nurse practitioner(s) (NP) and serving as a clinical training site, open to all clients and staff at the BWS.

Other CHP Schools, Nutrition and Dietetics, Social Work, Sports Science and Wellness Education, Speech Language Pathology and Audiology, and Allied Health have potential of actively participating in the BWS mission.