



**Department of
Higher Education**

Mike DeWine, Governor
Randy Gardner, Chancellor

DIRECTIVE 2019-003

January 31, 2019

**RE: JOINT USE AGREEMENT BETWEEN BOWLING GREEN STATE UNIVERSITY AND
MILAN TOWNSHIP TRUSTEES**

Bowling Green State University has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of seventy five thousand dollars. Bowling Green State University will use the funds to improve the facility owned by Milan Township Trustees. As required by Ohio Administrative Code section 3333-1-03, Bowling Green 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 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 Bowling Green State University and Milan Township Trustees.

This directive will take effect immediately.

Randy Gardner
Chancellor, Department of Higher Education

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JOINT USE AGREEMENT

By and Between Bowling Green State University and the Milan Township Trustees

This Joint Use Agreement ("Agreement") is entered into by and between **Bowling Green State University** ("University"), an instrumentality of the State of Ohio, created under Chapter 3341 of the Ohio Revised Code, whose address is 230 McFall Center, Bowling Green, Ohio, 43403 and **The Milan Township Trustees** ("Milan") a civil township organization, whose address is 1518 St. Rt. 113, Milan, Ohio, 44846. The Milan Township Hall Ballroom and Stage is a bricks and mortar project. With this renovation, the facility will have added an elevator to the historic town hall, which will now be completely accessible. The township holds multiple events in the building, and has a pressing need for ADA accessibility to the second floor ballroom and other support spaces.

WHEREAS, The 132nd General Assembly appropriated funds through the capital projects funding in the amount of \$75,000.00 to the University to be used by the Milan Township Trustees for capital construction and installation of an elevator to the Milan Township Hall.

WHEREAS, Milan Township has a tradition of using the Township Hall for many activities beyond those of official Township business, including training, performances, weddings, school and other local gathering events – this funding and joint use agreement ensure the continuation of that tradition associated with quality of life and economic benefit impacts to the Northwest Ohio region.

WHEREAS, The Milan Township Trustees will provide use of the Milan Township Hall facilities, and equipment, to the University with advance notification to and approval of the Trustees of Milan Township.

WHEREAS, Ohio Administrative Code §3333-1-03 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 §(1)-(11) for review and approval.

WHEREAS, the University has demonstrated that the value of the use of the facility or equipment is reasonably related to the amount of appropriation through the worksheet included in this Agreement.

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

1. **Ownership of the Facility by Milan; Insurance.** The facility, located at 24 Park, Milan, Ohio, is owned by Milan, and will be fully insured at market replacement value from and against hazards including, but not limited to, fire and such other forms of property damage as Milan may reasonably determine to be appropriate.

2. **Use of the facility or equipment by public institution.** The facility will be used to provide community opportunities through, but not limited to the following programs: University classes, events and presentations, including music and theater events. From the time of occupancy, the term of this agreement will extend for at least 20 years, as reflected in the Joint Use Agreement Worksheet, attached hereto as Exhibit A, hereby incorporated.

3. **Reimbursement of funds.** The state shall be reimbursed by Milan should the University's right to use the facility or equipment be terminated by Milan prior to the expiration of the 20year term. The State shall be reimbursed the amount by dividing \$75,000 by 20 and multiplying that sum by 20 less the number of full years the facility or equipment is used by the University.

4. **Use of funds.** The funds shall be used only for capital improvements and not operating costs, and the funds shall be used as defined in the bill appropriating funds.

5. **Hold Harmless.** Milan shall hold The State of Ohio and University, its officers, trustees and employees harmless from any and all obligations, expenses, liabilities or claims of any kind and/or the University, its officers, trustees or employees being named as a defendant or a 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 Milan, its officers, trustees, or employees, including, but not limited to Milan'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 Milan Township Trustees will comply with all pertinent federal, state and local laws as well as state administrative regulations applicable to the use of the funds hereunder and to the operation of the Capital improvement.

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7. **Competitive bidding.** Milan will follow competitive bidding procedures for the use of the State funds used for the Milan Township Hall Ballroom and Stage, as described generally in Ohio Revised Code Chapter 153.

8. **Appropriation administrative fee.** From the funds, the University shall receive administrative costs in the amount of One Thousand One Hundred Twenty Five Dollars (\$1,125.00), a sum equal to one and one-half percent (1.5%) of the total amount of the funds.

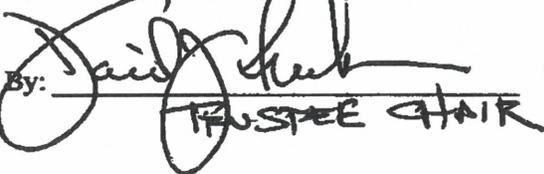
9. **Amendments.** Any amendments to this Agreement shall be in writing, signed by Milan and the University and shall require approval by the Ohio Department of Higher Education.

10. **Payment.** Upon execution of the Agreement, the University shall submit to the State of Ohio a formal request for the release of the Funds. After the release of the Funds, Milan shall submit to the University requests for payments of amounts along with documentation of contractor invoices or purchase orders related to obligations incurred by Milan for permitted uses of the Funds.

11. **Terms and conditions of use.** Milan will provide use of the Milan Township Hall facilities, equipment, and instruction to the University at no charge, with advance notification to and approval of the Board of Trustees of Milan, in accordance with the value of use of the facility in Attachment A hereby incorporated. The ballroom shall be available to the University for at least forty (40) hours per year.

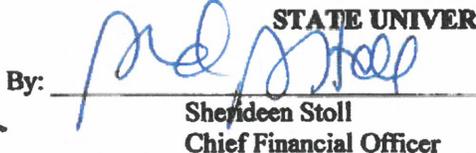
IN WITNESS WHEREOF, the Parties, intending to be legally bound thereby, have executed this Joint Use Agreement on the date indicated below under their respective signatures.

MILAN TOWNSHIP TRUSTEES

By: 
TRUSTEE CHAIR

Date: 10/28/2018

BOWLING GREEN
STATE UNIVERSITY

By: 
Sheideen Stoll
Chief Financial Officer

Date: 10/31/18

Joint Use Agreement Worksheet -- Exhibit A

The Ohio Department of Higher Education

Project: Milan Township Hall Ballroom and Stage

Date: _____

Section I: State appropriation information.

- 1. Amount of state appropriation provided: \$ 75,000.00
- 2. Estimated annual debt service on the appropriation: \$ 5,765.71
- 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. <i>Ballroom Rental and Support</i>	\$ 6,000.00	20
b.	\$	
c.	\$	
d.	\$	
e.	\$	
f.	\$	

(* 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 Department of Higher Education. 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.

Joint Use Agreement Worksheet – Exhibit A
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Milan Township Hall Ballroom and Stage

Estimated Value of Use Calculations

- a. Ballroom Rental Rates 40 Hours/year, at \$150/hour

The noted hours will be for University use of the facility for Firelands College theater/music performances, classes, seminars and general meetings. As the theater and music performances will generally be special events involving our students in extracurricular activities, it is anticipated that the use of the facility will involve evenings and weekends. In support of the academic mission and the flexibility required to support many of our post traditional students, while many of the classes and meetings may be held during typical office hours, special speakers or seminars may also require the use of the ballroom during evening hours or weekends.