



**Department of  
Higher Education**

**Mike DeWine**, Governor  
**Randy Gardner**, Chancellor

**DIRECTIVE 2019-008**

March 26, 2019

**RE: JOINT USE AGREEMENT BETWEEN UNIVERSITY OF AKRON AND FAMILY  
PROMISE / GLENDORA HOUSE SHELTER**

University of Akron has been granted appropriations contained in House Bill 529 of 132<sup>nd</sup> General Assembly in the amount of two hundred fifty thousand dollars. 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, 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 University of Akron and Family Promise / Glendora House Shelter.

This directive will take effect immediately.

Randy Gardner  
Chancellor, Department of Higher Education

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**JOINT USE AGREEMENT  
BETWEEN  
THE UNIVERSITY OF AKRON  
AND  
FAMILY PROMISE/GLENDORA HOUSE SHELTER**

THIS JOINT USE AGREEMENT ("Agreement") is made this 5<sup>th</sup> day of February, 2018 between The University of Akron, an institution of higher education, located at 302 Buchtel Common, Akron, Ohio 44325 ("UNIVERSITY") and Family Promise/Glendor House Shelter, 100 Copley Road, Akron, OH 44320 ("FP").

WHEREAS, the Ohio General Assembly has approved the FY 2019-2020 Capital Budget (House Bill 529) which appropriates Two Hundred Fifty Thousand and 00/00 Dollars (\$250,000) (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 academic practicums and research as related to the School of Social Work and clinic services provided by FP (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 FP 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.

FP has a long-term lease (20 years) with the Battered Women's Shelter Medina and Summit Counties ("BWS"). FP shall provide UNIVERSITY with designated office space at its 1100 Copley Road location in Summit County for use in association with the academic practicum and research activities related to the Project. The designated space will be available during normal business hours (approximately 40 hours per week) and will include: access to common space at the facility; access to 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 FP for the Project. The use by the School of Social Work is detailed in Attachment A and Attachment B, which is incorporated by reference.

FP shall use the funds to support the renovation expenses associated with the new shelter location at 1100 Copley Road, 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, FP 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. FP 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 expiration of the Term, FP 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 FP under this Agreement were fulfilled.
- 4) Compliance with Laws. FP shall comply with all pertinent federal, state, and local laws as well as state administrative regulations.
- 5) Renovation. The Funds will be used by FP for those capital costs related to the Project conducted by FP. Funds will be used for capital purposes only and not operating costs.
- 6) Hold Harmless. FP 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 FP, 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 FP, or their respective officers, trustees or employees, including, but not limited to, the failure or alleged failure of FP 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. FP, in connection with the Project, shall 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 FP 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 Controlling Board a formal request for the release of Funds. After the release of Funds, FP 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 FP 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 \$3,750, 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 FP and the UNIVERSITY and shall require approval by the Chancellor.
- 10) Records of UNIVERSITY use. FP 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 FP 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

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Family Promise/Glendora House Shelter

Akron, OH

- 12) Binding Nature. This Agreement shall be binding upon and inure to the benefit of FP and the UNIVERSITY and their respective successors.

- 13) FP 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

FAMILY PROMISE/GLENDORA HOUSE  
SHELTER

BY:   
Nathan J. Mortimer

BY: 

TITLE: Vice President for Finance &  
Administration/CFO

TITLE: Executive Director

DATE: 2/6/19

DATE: Feb. 5, 2019

Reviewed and approved for  
legal form and sufficiency:

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

DATE: 6 Feb 2019

Attachment A

Section I: State Appropriation information.

1 Amount of State Appropriation provided:	250,000.00
2 Estimated Annual Debt Service on the Appropriation:	<u>\$19,219.04</u>
3 Terms of the State Bond, in years:	20

Section II: Estimated Value of use of the facility.

<u>Use(s) of the facility</u>	<u>Annual value of use</u>	<u># of years</u>
a. University Medical / Internship Office <393.75 sq. ft. @ \$20.78>	\$8,182.13	20
b. Shared Space <4.281% of 12,464.sq. ft. @ \$20.78>	\$11,036.93	20
	<u>\$19,219.06</u>	

University Social Work / Internship Office space @ 393.75 square feet. The University of Akron will have a dedicated Social Work Office at the new Glendora House Shelter in Akron as a home base for our students. It will only be used by the University of Akron. The size of the office is 393.75 sq. feet and the average cost of \$20.78 per square foot of space at the shelter x 393.75 equals \$8,182.13 of annual maintenance costs the University will not have to pay.

Shared space of 4.28133% @ 12,464 square feet. The University of Akron students work with the residents throughout the Family Promise Glendora House Shelter year round. We estimate the shared space (counseling/case management offices, resident classrooms, children's dayrooms and homework spaces, conference rooms, etc.) to be at least 4.28133% of the 12,464 total square footage; which is 531.13 square feet of shared space x \$20.78 equals \$11,036.93.

## ATTACHMENT B

The Glendora House offers excellent on-site opportunities for students to complete social work field placements at both the undergraduate and graduate levels, in Summit County. Social work field placements are available year-round (fall, spring and summer semesters), occur over two semesters, and range from 400 to 500 clock hours. With this agreement, students will have dedicated work spaces available for them to complete paperwork, meet with clients, and receive consultation and supervision. The students will be using shared space that includes counseling/case management offices, children's dayrooms/ homework spaces, and administrative conference rooms. The University believes that this Agreement will further strengthen the University's collaboration with the Glendora House and will provide additional opportunities to train social work students for many years to come.