



Department of
Higher Education

Mike DeWine, Governor
Randy Gardner, Chancellor

DIRECTIVE 2019-015

May 23, 2019

RE: JOINT USE AGREEMENT BETWEEN TERRA STATE COMMUNITY COLLEGE AND
TIFFIN UNIVERSITY

Terra State Community College has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of two hundred thousand dollars. Terra State Community College will use the funds to improve the facility owned by Tiffin University As required by Ohio Administrative Code section 3333-1-03, Terra State 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 Terra State Community College and Tiffin University.

This directive will take effect immediately.

Randy Gardner
Chancellor, Department of Higher Education

mlc

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 TERRA STATE COMMUNITY COLLEGE, an instrumentality of the State of Ohio, created under Chapter 3358 of the Ohio Revised Code, whose address is, 2830 NAPOLEON ROAD, FREMONT, OHIO 43420, and TIFFIN UNIVERSITY, a private non-profit institution of higher education, whose address is 155 MIAMI STREET, TIFFIN, OHIO 44883.

WHEREAS, the 132nd General Assembly passed House Bill 529, which appropriates in Section 207.310 line C36417 the sum of One Million Dollars (\$1,000,000) to Ohio Partnership for Water, Industrial, and Cyber Security; and

WHEREAS, each institution of higher learning will pay for the operational costs of the different facilities and any other ongoing costs out of their budgets. The Labs at Tiffin University will be available for use by Terra State Community College in a joint collaboration to improve the knowledge of students in the areas of water, industrial and cyber security.

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.

WHEREAS, Terra State Community College has demonstrated that the value of the use of Tiffin University's facility or equipment 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, to be built or purchased by nonprofit or public body. Facility upgrades at Terra State Community College, the General Technologies Building, 2830 Napoleon Road., Fremont, Ohio 43420 and Tiffin University will use their portion of funds (\$200,000) to make improvements to the Hertzner Technology Center, 155 Miami Street, Tiffin, Ohio 44883 that will include improvements to the Cyber Lab and bandwidth requirements. The money will also be used to develop a mobile Cyber Lab and a Forensics Lab.

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2. **Use of the facility or equipment by public institution.** Tiffin University will use the funds to make improvements to the Cyber Lab located in the Hertzler Technology Center and bandwidth requirements. The money will also be used to develop a mobile Cyber Lab and a Forensics Lab. Terra State Community College students will be allowed to use computer lab facilities in the Hertzler Technology Center as well as the mobile Cyber Lab and the Forensics Lab. The term of the agreement is for at least 20 years from the time that the facility is ready for occupancy or equipment is ready to be used as referenced in Attachment A, hereby incorporated.
3. **Reimbursement of funds.** In the event that Terra State's right to use the Facility is terminated during the Term of this Agreement, Tiffin University shall immediately return to the State of Ohio a pro rata portion of the State Capital Appropriation (C36417) to be calculated by dividing the amount of the State Capital Appropriation by twenty (20), and multiplying the result by 20 minus the number of years Tiffin University provided the benefits during the Term.
4. **Use of funds.** The State Capital Appropriation (C36417) shall be used only for capital improvements involved in the renovation of the Facility or purchase of equipment and not for operational expenses.
5. **Insurance for facility and hold harmless.** Tiffin University represents and warrants that it owns the property where the project will be completed or equipment will be used, and Tiffin University has sufficiently insured its facilities and the Project. Further, Tiffin University shall hold Terra State Community College harmless from all liability for construction, operation, and maintenance costs of the Facility.
6. **Compliance with federal, state and local law.** Tiffin University complies with all pertinent federal, state and local laws as well as state administrative regulations and agrees to comply with Ohio's ethics laws. Further, Tiffin University agrees to comply with the Family Educational Rights and Privacy Act (FERPA) in the event that the Tiffin University officers or staff should be in possession of Terra State Community College student educational records.
7. **Competitive bidding.** Tiffin University, in connection with the renovation work contemplated by the Project and funded by the State Capital Appropriation (C36417), shall use competitive bidding procedures equivalent to those enumerated in relevant provisions of Chapter 153 of the Ohio Revised Code involving publishing advertisements

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to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders.

8. **Appropriation administrative fee.** Terra State Community College will be paid administrative costs incurred as a result of the Project. Such administrative costs shall be three thousand dollars (\$3,000) which is equal to one and one half percent (1.5%) of the State Capital Appropriation (C36417), and shall be paid to Terra State Community College upon receipt of the Appropriation.
9. **Amendments.** This Agreement may be amended or modified only in writing, signed by both parties and approved by the Ohio Department of Higher Education.

The parties agree and acknowledge that any amendments to this Joint Use Agreement require the approval by the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect.

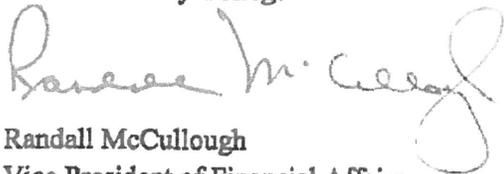
10. **Payment.** The parties anticipate that the appropriated funds will be released by an approved Controlling Board request directly to Terra State Community College. Tiffin University shall submit invoices and related documentation to the reasonable satisfaction of Terra State Community College, after which Terra State Community College shall transfer appropriate funds to Tiffin University.
11. **Terms and conditions of use.** Terra State Community College acknowledges that it will inform Terra State Community College's students of the requirement to comply with the policies, procedures and rules of Tiffin University while in or on Tiffin University facilities. Tiffin University understands that Terra State Community College will follow its Policy Code of Student Conduct as needed regarding student discipline and dismissal.

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

Terra State Community College

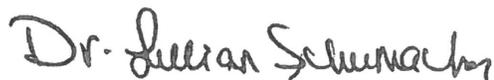
BY:



Randall McCullough
Vice President of Financial Affairs

Tiffin University

BY:



Dr. Lil Schumacher
President

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ATTACHMENT A

Project: Ohio Partnership for Water, Industrial & Cyber Security

Date: _____

Section I: State appropriation information.

- 1. Amount of state appropriation provided: \$200,000
- 2. Estimated annual debt service on the appropriation: \$15,376
- 3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. Access to the Hertzner Technology Center, Mobile Cyber Lab and the Forensics Lab.	\$ 15,380	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
Terra State Community College will use the computer lab in the Hertzner Technology Center at least 20 times per academic year. The specific dates for the use of the facility cannot be determined until Tiffin University provides a schedule based on their land research. After opportunities are determined for Terra State Community College students to join Tiffin University students, Terra State Community College will then look at when the space is free for Terra State Community College use. Ultimately, Terra State Community College will have access for use of the space at least 20 times annually for one hour during regular hours of Tiffin University the hours

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between 8:00 AM and 5:00 PM or some notation so that Terra State Community College has shared use during regular hours for Terra State Community College.

a). Space access costs for advanced computer labs in the Hertz Technology Center: The rate per use was estimated based on the high-end technology and equipment available in the lab. The limited availability of this technology in the region suggests the rate would be higher than a space of similar size.

Cost=Access charge of \$769 x 20 uses per year=	\$15,380
Total Space	\$15,380