DIRECTIVE 2019-024

August 12, 2019

RE: JOINT USE AGREEMENT BETWEEN CUYAHOGA COMMUNITY COLLEGE DISTRICT AND CITY OF NORTH OLMSTED

Cuyahoga Community College District has been granted appropriations contained in House Bill 292 of 132nd General Assembly in the amount of two hundred thousand dollars. Cuyahoga Community College District will use the funds to improve the facility owned by City of North Olmsted. As required by Ohio Administrative Code section 3333-1-03, Cuyahoga Community College District 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 District and City of North Olmsted.

This directive will take effect immediately.

Randy Gardner
Chancellor, Department of Higher Education
JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is made and entered into as of this 7th day of May, 2018 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 City of North Olmsted, an Ohio municipality, whose address is 5200 Dover Center Road, North Olmsted, OH 44070

WHEREAS, the 132nd General Assembly enacted House Bill 292 which includes a specific appropriation of capital resources in the amount of $200,000, and the City for improvements and modifications to the facilities of the City of North Olmsted Fiber Ring; and

WHEREAS, City of North Olmsted will provide the College with use of its facilities for student internships in Information Technology and Public Safety, subject to the College making available the College to participate in such programs as stated in the Joint Use Agreement, in exchange for the capital funds 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 City of North Olmsted facilities 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. City of North Olmsted 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, City of North Olmsted shall immediately return to the State of Ohio a pro rata portion of the North Olmsted
Fiber Ring Appropriation (as defined below) to be calculated by dividing the amount of the Fiber Ring Appropriation by twenty (20) and multiplying the result by 20 minus the number of full years that North Olmsted provided the benefits during the Term.

4. Appropriation administrative fee. The College shall submit to the Controlling Board, a request for the release of Two Hundred Thousand Dollars ($200,000) of the appropriation. One Hundred Ninety Seven Thousand Dollars ($197,000) of the appropriation will be for the City of North Olmsted and Three Thousand Dollars ($3,000) (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. North Olmsted shall submit Invoices and related documentation to the reasonable satisfaction of the College, after which the College shall transfer appropriate amounts to North Olmsted.

5. City of North Olmsted covenants that it shall use the Fiber Ring Appropriation for the construction and installation of the equipment and infrastructure fiber ring pathway, which will be installed underground as part of the infrastructure throughout the City of North Olmsted, and other necessary appurtenances and work incidental thereto. The City of North Olmsted represents and warrants that it owns the property at 5200 Dover Center Road, North Olmsted, OH 44070, and the City has sufficiently insured its facilities and the Project.

6. Use of funds. The North Olmsted Appropriation shall be used only for capital improvements. The City of North Olmsted 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. The City shall not utilize the Appropriation for operational expenses.

7. Use of the facility or equipment by public institution. Each year of the twenty (20) year term, City of North Olmsted shall make the benefits set forth in Exhibit A incorporated and made a part hereof available to College.

8. Competitive bidding. The City of North Olmsted, in connection with the construction work contemplated by the Project and funded by the North Olmsted Fiber Ring Appropriation, shall use competitive bidding procedures equivalent to those as described generally in 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. The City shall indemnify and hold harmless the College for all costs (including without limitation, attorney fees, and
10. Compliance with federal, state, and local law. The City 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)

City Of North Olmsted
Director of Finance
5200 Dover Center Road
North Olmsted, OH 44070

12. Amendments. Any amendments to this Agreement require a prior written approval of the College and City of North Olmsted. 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 construed 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 North Olmsted while in or on the city's facilities. North Olmsted 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: ________________________________

Title: EVP/President

Date: 6/4/19

Reviewed and Approved by Legal
David Rosenfeldt
Signature: __________________________
Date: 6/7/19

City of North Olmsted

By: ________________________________

Title: Mayor

Date: 6/3/19
EXHIBIT A
Joint Use Agreement Worksheet
The Ohio Department of Higher Education

Project: North Olmsted Fiber Ring
Date: June 2019

Prepared for Joint Use Agreement between City of North Olmsted and Cuyahoga Community College District ("College") for the capital funds to support the Project. The budget for the Project is estimated at $1,000,000.

Section I: State appropriation information.

1. Amount of state appropriation provided: $200,000
2. Estimated annual debt service on the appropriation: $15,375.23
3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

<table>
<thead>
<tr>
<th>Use of the facility*</th>
<th>Annual value of use</th>
<th># of years</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Student Internship within Public Safety</td>
<td>$7,680.00</td>
<td>20</td>
</tr>
<tr>
<td>b. Student Internship within IT</td>
<td>$10,910.25</td>
<td>20</td>
</tr>
</tbody>
</table>

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

TOTAL ANNUAL VALUE OF USE $18,590.25

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.
The City of North Olmsted will provide 300 hours of supervised educational work experience (internships) for no more than two Tri-C students per academic year totaling 600 hours per year. Students will be nominated by the College and approved/selected by the City of North Olmsted. City of North Olmsted staff will provide these students with a hands-on work experience in the areas of IT and Public Safety. In collaboration with a College designee, one North Olmsted supervisor per student will be responsible for guiding and supervising the students, establishing work hours and learning objectives/goals for the students, and ensuring that the students participate in activities that result in a successful student work experience. At the conclusion of the work experience, the North Olmsted supervisory staff will provide the College designee with an evaluation of the students' performance.

Student will benefit by experiencing hands-on training and learning in a real-world environment in the areas of IT infrastructure; cybersecurity; and public safety communications and operations. Each intern will be provided with 10 weeks of work experience per 15-week semester over two semesters (fall and spring). The value of these internships was calculated as follows:

<table>
<thead>
<tr>
<th>Internship</th>
<th>Total Hours Over Two Semesters</th>
<th>Supervisor Hourly Rate</th>
<th>Total Value</th>
<th>Total Value with Effort*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology</td>
<td>300</td>
<td>$48.49</td>
<td>$14,547.00</td>
<td>$10,910.25</td>
</tr>
<tr>
<td>Public Safety</td>
<td>300</td>
<td>$51.20</td>
<td>$15,360.00</td>
<td>$7,680.00</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td>$29,907.00</td>
<td>$18,590.25</td>
</tr>
</tbody>
</table>

*Effort was calculated based on the level of supervision required by the internship supervisor, with information technology calculated at 75% efforts based on working in high-security areas, and public safety calculated at 50% effort based on regular but not constant supervision.