



Department of  
Higher Education

Mike DeWine, Governor  
Randy Gardner, Chancellor

**DIRECTIVE 2020-003**

January 14, 2020

**RE: JOINT USE AGREEMENT BETWEEN COLUMBUS STATE COMMUNITY COLLEGE  
AND OHIO WESLEYAN UNIVERSITY**

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

This directive will take effect immediately.

Randy Gardner  
Chancellor, Department of Higher Education

mic

## **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 Columbus State Community College, (College) an instrumentality of the State of Ohio, created under Chapter 3358 of the Ohio Revised Code, whose address is 550 East Spring Street, Columbus Ohio 43215 (hereafter “the College”), and Ohio Wesleyan University (hereinafter “OWU”) a not-for-profit, private university, whose address is 61 South Sandusky Street, Delaware, Ohio 43015.

WHEREAS, the 132nd General Assembly enacted House Bill 529 which appropriates in Section 207.90 line C38440, Delaware Entrepreneurial Center at Ohio Wesleyan, the sum of One Hundred Thousand Dollars (\$100,000), and re-appropriates in Section 253.90 line C38429, Delaware Economic Development and Entrepreneur Center, the sum of Fifty Thousand Dollars (\$50,000) to Ohio Wesleyan University (hereafter “Delaware Entrepreneurial Center at OWU”); and

WHEREAS, OWU requested funds to complete certain renovations to its Entrepreneurial Center building at 70 South Sandusky Street, Delaware, Ohio 43015 to wit:

Renovation of building that will be the home of the Delaware Entrepreneurial Center at OWU. The Center will house community members and students who are starting their own companies and working as entrepreneurial interns. High-tech updates to audio-visual equipment, in-location media services, and media screens; and

WHEREAS, OWU will provide the College with access to the Delaware Entrepreneurial Center at OWU for; student memberships, College faculty use, College and OWU faculty gatherings and learning opportunities, and shared office space; 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 the use of the facility or equipment is reasonably related to the amount of appropriation through the worksheet included in this Agreement as Attachment A;

**Joint Use Agreement**

The Ohio Department of Higher Education

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.**  
OWU owns the real property located at 70 South Sandusky Street, Delaware, Ohio 43015. The facility at this location is a building of approximately 6,000 square feet, and is comprised of office and classroom space, and multi-use rooms and covenants that state capital appropriations (C38440 and C38429) to renovate the Delaware Entrepreneurial Center at OWU.

2. **Use of the facility or equipment by public institution.**  
Renovations will support business incubation, community and educational programming, student development, small business development, student internship, and faculty development.

Subject to the Terms and Conditions of use set forth below in § 11 the College will use the renovated facility at OWU, the value of which is outlined in Attachment A, hereby incorporated, as follows:

Memberships: One (1) annual shared office, five (5) part-time co-working spaces.

The term of this agreement is 20 years from the date the College has access to the facility.

3. **Reimbursement of funds.**  
In the event that OWU terminates the College's right to use the renovated facility or equipment prior to expiration of the 20-year term, the state shall be reimbursed by OWU a pro-rata portion of the state capital appropriations (C38440 and C38429) to be calculated by dividing the funds contributed by the state of Ohio by 20 and multiplying that sum by 20 less the number of years the College was provided benefits during the Term.

4. **Use of funds.**  
The state capital appropriations (C38440 and C38429) shall be used only for capital improvements and equipment costs of the Delaware Entrepreneurial Center at OWU and not for operating costs.

## Joint Use Agreement

The Ohio Department of Higher Education

5. **Insurance for facility and hold harmless.**

OWU currently has and shall maintain adequate insurance for the facility and it shall hold the College harmless from all liability for construction, operation, and maintenance costs of the facility.

6. **Compliance with federal, state and local law.**

OWU shall comply with all pertinent federal, state and local laws as well as state administrative regulations and Ohio's ethics laws.

OWU agrees that it and any subcontractor and any person acting on behalf of OWU or a subcontractor shall not discriminate by reason of race, creed, color, religion, sex, sexual orientation, age, genetic information, disability as defined in R.C. 4112.01, military status, national origin, or ancestry in the employment of any person qualified and any student participating under the terms of this Agreement. OWU also agrees to comply with Ohio's prevailing wage laws and will hold the College harmless from all liability for any prevailing wage violations. Further, OWU agrees to comply with the Family Educational Rights and Privacy Act (FERPA) in the event that OWU officers or staff should be in possession of the College's student educational records.

7. **Competitive bidding.**

OWU, in connection with the renovation work contemplated by this agreement and funded by the state capital appropriations (C38440 and C38429), will follow competitive bidding procedures which include publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and best responsible bidder, as described generally in Ohio Revised Code Chapter 153.

8. **Appropriation administrative fee.**

The College shall submit to the Controlling Board, a request for the release of up to One Hundred Thirty-Seven Thousand Eight Hundred Eighteen Dollars (\$137,818.00). One Hundred Thirty-Five Thousand Five Hundred Sixty-Eight Dollars and No/100 (\$135,568) of the appropriation to OWU; and Two Thousand Two Hundred Fifty Dollars (\$2,250), which equals 1.5% of the state capital appropriations (C38440 and C38429) that will be used for the project, will be for actual administrative costs to the College.

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.

## Joint Use Agreement

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 the College. OWU shall submit invoices and related documentation to the reasonable satisfaction of the College, after which the College shall transfer appropriate amounts to OWU.

**11. Terms and conditions of use.**

The institution may use OWU's facility only as expressly provided and specified in this Agreement. No other uses are provided or implied. The College shall not misuse or permit the misuse or damage to of OWU's facility. The College shall comply with all local restrictions and ordinances, including but not limited to parking restrictions, occupancy ratings for the facility and applicable City of Delaware codes, rules and regulations. All uses by the College shall be consistent with OWU's 501-(C)(3) non-profit status, and with its Mission which is to *"impart knowledge, develop and enhance certain important capabilities of students, and place education in the context of values."*

During performance of this Agreement and for a period of four (4) years after its completion, OWU shall maintain records of all charges that are suitable for audit or reporting as required. OWU shall make such records available as College or ODHE may require. Further, the College is subject to R.C. 149.43, the Ohio Public Records Act. Any record kept by the College that is deemed a public record is subject to release if a proper request is made.

The College acknowledges that it will inform its students of the requirement to comply with all Policies and rules of OWU while on its premises or during activities. Further, OWU understands and agrees that the College will follow its policy on the Student Code of Conduct as needed regarding student discipline and dismissal.

*(remainder of this page intentionally left blank)*

**Joint Use Agreement**

The Ohio Department of Higher Education

IN WITNESS WHEREOF, the Parties to this Agreement by their duly authorized representatives have executed this Agreement as of the day and year written below:

Columbus State Community College

BY:

DocuSigned by:  
*Richard Hatcher*  
2794E828206A4A6...

11/19/2019

Richard Hatcher  
Vice President, Administration

Date

Ohio Wesleyan University

BY:

DocuSigned by:  
*John Lahey*  
CCFAC0CDF1684C6...

11/19/2019

John Lahey  
Interim Chief Financial Officer

Date

**Joint Use Agreement**  
The Ohio Department of Higher Education

**Attachment "A"**

**Project:** The Delaware Entrepreneurial Center at Ohio Wesleyan University (OWU)

**Date:** August 2019

*Section I: State appropriation information.*

1. Amount of state appropriation provided: \$ 150,000.00 but only up to \$137,818 will be used
2. Estimated annual debt service on the appropriation: \$ 10,595.00
3. Term of the state bond, in years: 20

*Section II: Estimated value of use of the facility.*

<b>Use(s) of the facility*</b>	<b>Annual value of use</b>	<b># of years</b>
a. 1 Annual Shared Office	\$ 4,572.00	20
b. 5 Annual Part-time Co-working memberships	\$ 6,960.00	20
c.	\$	
d.	\$	
e.	\$	
f.	\$	

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

## Joint Use Agreement

The Ohio Department of Higher Education

*Attachment "A," cont.*

### *Section III:*

*On a separate page, explain how each use listed in Section II was valued for this analysis* Direction:

The Delaware Entrepreneurial Center at Ohio Wesleyan University (OWU) provides community members and students access to space to incubate their start-ups and grow their businesses. In the spirit of partnership and inclusion, OWU agrees to provide the following memberships to Columbus State Community College:

- One Entrepreneur Shared Office used to collaborate with regional and local economic agencies at a rate of \$381.00/month
- Five Part-Time Co-Working Spaces for CSCC Students at a rate of \$116.00/month
- Total Benefit of \$11,532.00

The Entrepreneur Private Office will house a College employee with specific focus on growth and development of small business. This person will provide training and assistance to all members of the Entrepreneurial Center, as well as other groups associated with OWU and the College.

The Part-Time Co-Working Spaces are designed for qualified students interested in the ideals of the entrepreneurial mindset. A transparent application and selection process is currently under development between all entities.

To garner interest from students, OWU and the College will collaborate on interdisciplinary faculty lectures and students projects between institutions. For example, the space could provide the opportunity for English faculty to discuss how they have grown their brand as a writer, allow service-learning faculty to share how they build mutually beneficial partnerships with community organizations, or position business faculty to contextualize concepts learned in the classroom to business hosted at the Entrepreneurial Center.

This partnership provides the College's students the opportunity to exhibit their preparation for a bachelor's degree both academically and socio-emotionally. The focus is to provide the College's students access to the OWU campus, so they can understand how to continue their success as a student.