



DIRECTIVE 2020-016

April 20, 2020

RE: JOINT USE AGREEMENT BETWEEN LORAIN COUNTY COMMUNITY COLLEGE
AND BOYS & GIRLS CLUBS OF LORAIN COUNTY

Lorain County Community College has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of seventy-five thousand dollars. Lorain County Community College will use the funds to improve the facility owned by Boys & Girls Clubs of Lorain. As required by Ohio Administrative Code section 3333-1-03, Lorain County 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 Lorain County Community College and Boys & Girls Clubs of Lorain.

This directive will take effect immediately.

Randy Gardner
Chancellor

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 LORAIN COUNTY COMMUNITY COLLEGE, an instrumentality of the State of Ohio, created under Chapter 3354 of the Ohio Revised Code, whose address is 1005 N. Abbe Rd., Elyria, Ohio, 44035 (hereinafter referred to as “LCCC”) and, the BOYS & GIRLS CLUBS OF LORAIN COUNTY (BGCLC) whose address is 4111 Pearl Ave, Lorain, Ohio 44055.

WHEREAS, BGCLC was awarded \$75,000, via LCCC, from the Ohio Capital Bill, H.B. 529 for the Boys and Girls Clubs of Lorain County South Lorain Education and Wellness Center.

WHEREAS, the State of Ohio capital funds will be used to construct an addition to the Boys and Girls Club Desich Campus to create a Community Center located at the 4111 Pearl Ave, Lorain, Ohio 44055, in support of community growth and renewal, career exposure, youth and young adult development, job readiness, and innovation.

WHEREAS, this capital investment allows LCCC and BGCLC to provide a physical connection point and bridge for youth/non-traditional learners in the City of Lorain to gain access to LCCC resources and programming including: career assessment, and LCCC classes.

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, LCCC 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.

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.** BGCLC will construct the South Lorain Education and Wellness Center (“Community Center”). The construction will include materials labor and equipment and be located at 4111 Pearl Avenue, Lorain, Ohio 44055. The facility is owned and operated by BGCLC.
2. **Use of the facility or equipment by public institution.** BGCLC will construct a dedicated classroom space at the Community Center for LCCC’s use. With this

classroom space, LCCC will have the opportunity to offer classes for the ASPIRE program and Adult 22+ program to help community members get their GED or High School Diploma. Additional courses could be offered in the future to teens, and parents of Club members needing additional employment skills.

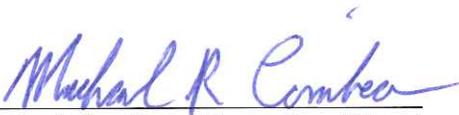
LCCC shall have use of the facility for at least 20 years from the time it is ready for occupancy.

3. **Reimbursement of funds.** BGCLC shall reimburse the state if LCCC's use of the Lorain Education and Wellness Center is terminated prior to the expiration of the 20-year term, calculated by dividing the \$75,000 by 20 and multiplying the sum by 20 less the number of full years the facility is used by LCCC.
4. **Use of funds.** The \$75,000 investment will be used solely for the capital improvements of the BGCLC Community Center, specifically the construction of the Community Center.
5. **Insurance for facility and hold harmless .** BGCLC has insurance for the Community Center under the organizations blanket property policy. BGCLC shall hold LCCC harmless from all liability for construction, operation, and maintenance costs of the Community Center.
6. **Compliance with federal, state and local law.** BGCLC will comply with all pertinent federal, state and local laws as well as state administrative regulations.
7. **Competitive bidding.** BGCLC shall follow competitive bidding procedures as outlined in Ohio Revised Code Chapter 153 for the construction of the Community Center.
8. **Appropriation administrative fee.** LCCC will refuse the 1.5% administrative fee for the BGCLC Community Center Project.
9. **Amendments.** Any amendments to the JUA require the approval by the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect.
10. **Payment.** LCCC will request Controlling Board Release of Funds for payments to BGCLC in the amount of \$75,000. Upon the receipt of approved Purchase Orders or invoices from the contractor, an OAKS payment voucher will be processed by LCCC to BGCLC.

11. **Terms and conditions of use.** All Faculty, staff, and students from LCCC are open to use the Community Center and its equipment upon consultation with BGCLC staff. All users are subject to rules, regulations and training regarding safety and operation of the equipment, in addition to safety of the club members. Rules and regulations can be viewed at the BGCLC.
12. **Recitals.** The recitals above are incorporated herein by reference

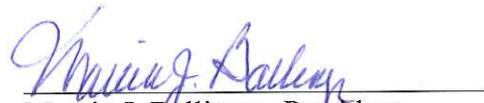
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Boys and Girls Club Lorain County
"BGCLC"



Michael Conibear, Executive Director

Lorain County Community College
"LCCC"



Marcia J. Ballinger, President

3.4.20

Date

Joint Use Agreement Worksheet

The Ohio Department of Higher Education

Project: Boys and Girls Club Education and Wellness Center

Date: 3/4/2020

Section I: State appropriation information.

- 1. Amount of state appropriation provided: \$75,000
- 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>Use of Classroom Facilities to administer the LCCC ASPIRE and 22 + Program</i>	\$6,400	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

The Ohio Department of Higher Education

- a. **LCCC will use the classroom in the Wellness Center to host the ASPIRE GED classes and 22+ Program (High School Diploma) courses. The Boys and Girls Club charges a rental fee of \$50/hr. The course will be held 8 hours a week for a minimum of 16 weeks a year. (Calculation $\$50 * 8 \text{ hours} * 16 \text{ weeks} = \$6,400.00$)**