



DIRECTIVE 2020-023

May 11, 2020

RE: JOINT USE AGREEMENT BETWEEN CUYAHOGA COMMUNITY COLLEGE DISTRICT AND THE ROCK AND ROLL HALL OF FAME AND MUSEUM, INC.

Cuyahoga Community College District has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of four hundred thousand dollars. Cuyahoga Community College District will use the funds to improve the facility owned by The Rock and Roll Hall of Fame and Museum, Inc. 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 The Rock and Roll Hall of Fame and Museum, Inc.

This directive will take effect immediately.

Randy Gardner
Chancellor

JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is made and entered into as of this 15th day of April, 2020 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 Rock and Roll Hall of Fame and Museum, Inc., an Ohio nonprofit, whose address is 1100 Rock and Roll Boulevard, Cleveland, Ohio 44114 (hereinafter referred to as "RRHF").

WHEREAS, the 132nd General Assembly enacted House Bill 529 which includes a specific appropriation of capital resources in the amount of \$400,000, directed to the College for improvements and modifications to the Rock and Roll Hall of Fame and Museum; and interactive garage.

WHEREAS, RRHF will provide the College with use of its facilities for student internships in education, visitor services and music performance.

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 RRHF's facilities, educational programs, and access to events 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. RRHF 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 by RRHF, RRHF shall immediately return to the State of Ohio a pro rata portion of the RRHF Appropriation to be calculated by dividing the amount of the RRHF Appropriation by twenty (20) and multiplying the result by 20 minus the number of years that RRHF provided the benefits during the Term.

4. Appropriation administrative fee. The College shall submit to the Controlling Board, a request for the release of Four Hundred Thousand Dollars (\$400,000) of the appropriation. Three Hundred Ninety Four Thousand Dollars (\$394,000) of the appropriation will be for RRHF and Six Thousand Dollars (\$6,000) (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. RRHF shall submit invoices and related documentation to the reasonable satisfaction of the College, after which the College shall transfer appropriate amounts to RRHF.
5. RRHF covenants that it shall use the Capital Improvements Appropriation to improve and modify the facilities of the Rock and Roll Hall of Fame, and other necessary appurtenances and work incidental here to. (hereinafter referred to as the "Project") located at 1100 Rock and Roll Boulevard, Cleveland, Ohio 44114. RRHF represents and warrants that it leases the property where the Project will be completed pursuant to ground lease with a term renewable through 2091, and RRHF has sufficiently insured its facilities and the Project.
6. Use of funds. The RRHF Appropriation shall be used only for capital improvements. RRHF 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. RRHF shall not utilize the RRHF Appropriation for operational expenses.
7. Use of the facility or equipment by public institution. Each year of the twenty (20) year term, RRHF shall make the benefits set forth in Exhibit A available to College.
8. Competitive bidding. RRHF, in connection with the construction work contemplated by the Project and funded by the RRHF Appropriation, shall use competitive bidding procedures equivalent to those enumerated in relevant provisions of 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. RRHF shall indemnify and hold harmless the College for all costs (including without limitation, attorney fees, and other costs of defense), losses, liabilities, and claims that arise from or are attendant to the construction, operation and maintenance cost of the Project.
10. Compliance with federal, state, and local law. RRHF 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)

The Rock and Roll Hall of Fame and Museum, Inc.
Attn: President and CEO
1100 Rock and Roll Boulevard
Cleveland, Ohio 44114

12. Amendments. Any amendments to this Agreement require a prior written approval of the College and RRHF. 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 constructed 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 RRHF while in or on RRHF facilities. RRHF acknowledges

that its staff will have to 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: Djilt

Title: Executive Vice President/Treasurer

Date: April 9, 2020

THE ROCK AND ROLL HALL OF FAME AND MUSEUM, INC.

BY: J.P. Powell

Title: VP OF FINANCE

Date: 4-15-2020

EXHIBIT A
Joint Use Agreement Worksheet
The Ohio Department of Higher Education

Project: Rock Hall Interactive Garage Exhibit
Date: January 2020

Prepared for Joint Use Agreement between Rock and Roll Hall of Fame Museum, Inc. ("RRHF") and Cuyahoga Community College District ("College") for the capital funds to support the Project. The budget for the Project is estimated at \$400,000.

Section I: State appropriation information.

1. Amount of state appropriation provided: \$400,000
2. Estimated annual debt service on the appropriation: \$30,751
3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

Use of the facility*	Annual value of use	# of years
a. <u>9 Internship opportunities per year</u>	\$ <u>31,512.00</u>	<u>20</u>
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
e. _____	_____	_____
f. _____	_____	_____

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

TOTAL ANNUAL VALUE OF USE **\$31,512.00**

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.

1. RRHF will provide up to nine internship opportunities for Tri-C students per year in the Garage exhibit and performance space. Interns will be mentored by Education staff that work in the Garage exhibit space. Students will participate in a 12-week **internship program** with three interns each in the Spring, Summer, and Fall working 12 hours per week. They will gain experience in education, visitor services, and music performance.

- a. Each intern will have a RRHF staff mentor working with them during their internship at a rate of \$22/hr. Each intern will be working 144 hours per semester and, with three interns per semester, this equates to 432 mentoring hours per semester. Over three semesters, this will result in 1,296 mentorship hours for a total cost of **\$28,512.00**

3 RRHF staff mentors working 4 hours per intern per week for 12 weeks per semester. 4hrs x 3 staff mentors= 12 hours per week x 12 weeks = 144 hours per staff mentor x 3 interns = 432 hours per semester x 3 semesters = 1296 total annual hours x \$22/hr = \$28,512.00

- b. Usage of musical instruments and accessories (i.e. strings, picks, computers) for training, performance, and education at \$1,000 per semester: **\$3,000.00**

Total: \$31,512.00

Annual in-kind contribution: \$31,512.00

