



DIRECTIVE 2020-029

May 28, 2020

RE: JOINT USE AGREEMENT BETWEEN SINCLAIR COMMUNITY COLLEGE AND
COMMUNITY MARKET PARTNERS QALICB LLC

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

This directive will take effect immediately.

Randy Gardner
Chancellor

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 Sinclair Community College (SCC), an Ohio community college and a political subdivision of the State of Ohio, created under Chapter 3354 of the Ohio Revised Code, whose address is 444 West Third St, Dayton, OH 45402 and Community Market Partners QALICB LLC (CMP), whose address is 324 Salem Avenue, Dayton, OH 45406.

WHEREAS, HB529 of the 132nd General Assembly, effective June 29, 2019, Section 207.280, C37736, provides Two Hundred Thousand (\$200,000) to SCC to be used for “Gem City Market.”

WHEREAS, CMP will construct and operate the Gem City Market (GCM) to eliminate the “food desert” in West Dayton and provide nutritional guidance to community members;

WHEREAS, the operations at GCM will include SCC providing educational, culinary, dietetics, and other services to assist the community.

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, SCC 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.** GCM will be built, owned and operated by CMP on land located at 324 Salem Ave., Dayton, OH 45406 which has been acquired through a 75-year ground lease from Greater Dayton Premier Management.
2. **Use of the facility or equipment by public institution.** SCC will use a portion of the facility for a term of twenty (20) years, commencing on the date access to the facility is made available. CMP will make a portion of the facilities, including a teaching kitchen, available to SCC to conduct training and provide courses to SCC students and community members, as referenced in Attachment A, hereby incorporated. The location

Joint Use Agreement Worksheet

The Ohio Department of Higher Education

and set up of the facility is set forth in the floor plan/schematic attached as Exhibit A, hereby incorporated.

3. **Reimbursement of funds.** CMP shall reimburse the State of Ohio should Sinclair's right to use the facility be terminated by CMP prior to the expiration of the term of this Agreement, calculated by dividing the funds by 20 and multiplying that sum by 20 less the number of full years the facility or equipment is used by the institution.
4. **Use of funds.** The funds will be used only for construction of GCM.
5. **Insurance for facility and hold harmless.** CMP will have adequate and acceptable insurance on GCM and ensure that all tenants, including SCC, carry appropriate and adequate insurance for their portions of the premises. CMP shall hold SCC harmless from all liability for construction, operation, and maintenance costs of the facility.
6. **Compliance with federal, state and local law.** CMP will comply with all pertinent federal, state and local laws and administrative regulations and rules.
7. **Competitive bidding.** CMP will create the necessary documents to support a competitive bidding process, which will include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.
8. **Appropriation administrative fee.** SCC waives the 1.5% administrative fee so that CMP can use all the allocated funds toward the construction of GCM.
9. **Amendments.** CMP and SCC acknowledge that 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.** CMP will submit a single invoice for the entire amount of the funding as and when such expenditures have been made toward the construction of GCM. The appropriation shall be released to SCC with an approved Controlling Board request. SCC will disburse the funds to CMP upon receipt of documentation from CMP of invoices or other evidence of expenditures for permitted use of the funds related to the facility.

Joint Use Agreement Worksheet
The Ohio Department of Higher Education

11. **NON-PROFIT STATUS.** CMP is owned and operated by Miami Valley Community Action Partnership, a 501(c)(3) nonprofit organization.. If non-profit status is lost, CMP must notify State of Ohio as this may prompt payback referenced in section 3.

Sinclair Community College

Community Market Partners

By: _____

By: _____

Title: Director of Business Services

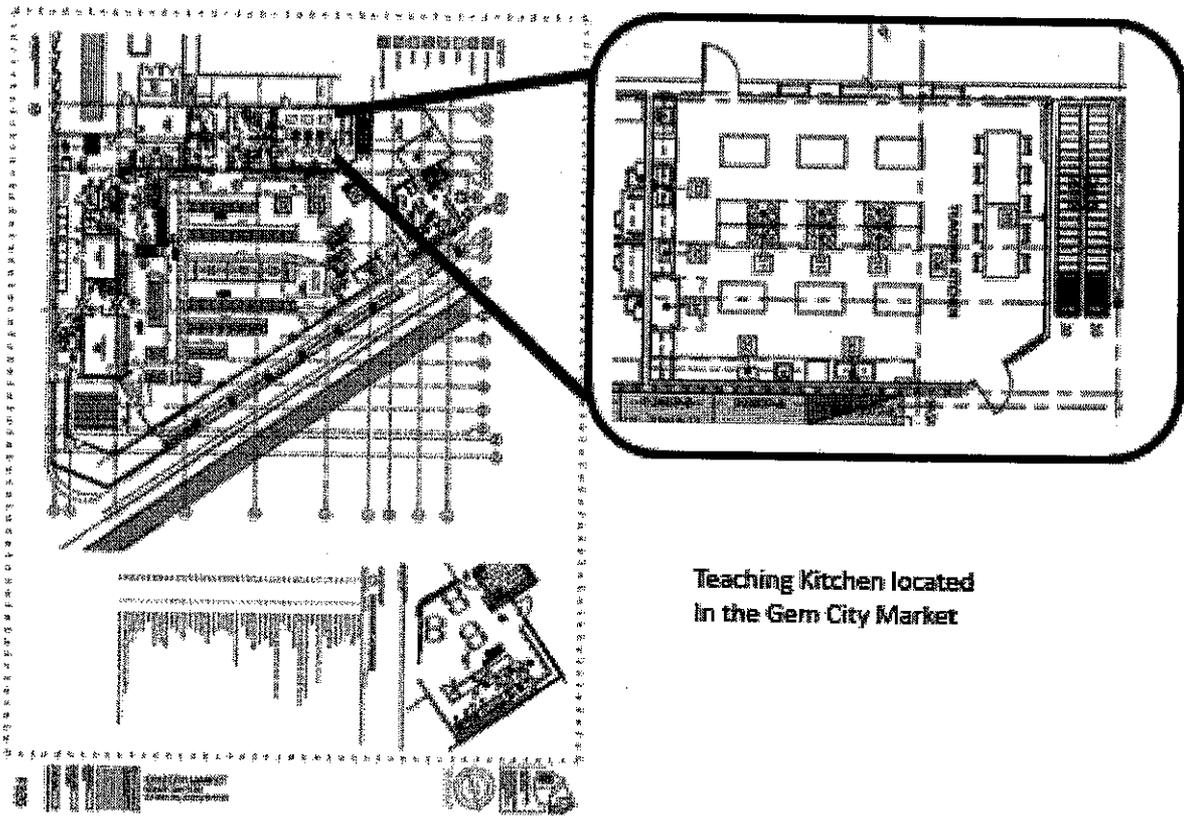
Title: _____

Date: 5-11-2020

Date: _____

Joint Use Agreement Worksheet
The Ohio Department of Higher Education

EXHIBIT A



Teaching Kitchen located
in the Gem City Market

Joint Use Agreement Worksheet
The Ohio Department of Higher Education

ATTACHMENT A

Project: Community Market Partners

Date: _____

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 YEARS

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. <u>TEACHING KITCHEN</u>	<u>\$ 16,640</u>	<u>20</u>
b. _____	<u>\$</u>	_____
c. _____	<u>\$</u>	_____
d. _____	<u>\$</u>	_____
e. _____	<u>\$</u>	_____
f. _____	<u>\$</u>	_____

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

Joint Use Agreement Worksheet
The Ohio Department of Higher Education

SECTION III

SCC wishes to enter into a Joint Use Agreement with CMP for a state appropriation of \$200,000. The annual debt service paid by the state on this appropriation is about **\$15,375.23 per year**, for 20 years. The value of the uses of the facility is reasonably related to the state appropriation of **\$16,640 per year for 20 years**

1. TEACHING KITCHEN \$16,640 PER YEAR
- a. Basis of estimate: (2.5 hour session x 4 times per week) = 4 sessions x 52 weeks in a year = 208 sessions annually or 520 hours annually @ \$32/hour
 - b. Description: GCM will include a teaching kitchen equipped with appliances and prep tables that can accommodate approximately 20 attendees.
 - c. Rationale: Access to this facility will allow SCC to have community access via the Gem City Market customer base and providing a convenient location for community members to attend SCC events and training.
 - i. Events and training may include:
 1. Enrollment events highlighting Sinclair's Culinary and Dietetics programs
 2. Community Outreach, including dietary workshops
 3. Credit and non-Credit course instruction
 - ii. Meeting space for Sinclair Culinary students for class projects and club activities. The teaching kitchen will be available during GCM's hours of operation (to be determined). Sinclair will strategically schedule use of this room to meet with students and community members.