



**DIRECTIVE 2020-044**

August 27, 2020

RE: JOINT USE AGREEMENT BETWEEN NORTHEAST OHIO MEDICAL UNIVERSITY  
AND NATIONAL FOOTBALL MUSEUM, INC. d/b/a PRO FOOTBALL HALL OF FAME

Northeast Ohio Medical University has been granted appropriations contained in House Bill 481 of 133<sup>rd</sup> General Assembly in the amount of one million dollars. Northeast Ohio Medical University will use the funds to improve the facility owned by National Football Museum, Inc. d/b/a/ Pro Football Hall of Fame. As required by Ohio Administrative Code section 3333-1-03, Northeast Ohio Medical University 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 Northeast Ohio Medical University and National Football Museum, Inc. d/b/a/ Pro Football Hall of Fame.

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 Northeast Ohio Medical University (NEOMED) (“University”), an instrumentality of the State of Ohio, defined under Chapter 3345.12 of the Ohio Revised Code, whose address is 4209 State Route 44, Rootstown, Ohio 44272 and National Football Museum, Inc. d/b/a Pro Football Hall of Fame (“PFHOF”), an Ohio non-profit corporation doing business at 2121 George Halas Dr. NW, Canton, Ohio 44708 (collectively referred herein as “the Parties”).

WHEREAS, the 133<sup>rd</sup> General Assembly has enacted House Bill Number 481 (“H.B. 481”), which includes Section 207.50 that provides for appropriation C30540 of capital improvement resource directed to the University for the use and further enhancement of the PFHOF’s mission in cooperation with the University, in the sum of One Million Dollars (\$1,000,000). The appropriation will be used by the PFHOF for certain capital construction improvements and equipment of the PFHOF’s Nash Family Event and Conference Center (“Facility”) located in Stark County, Ohio, as described in Attachment B.

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, the University 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.**  
The name of the Facility is the Pro Football Hall of Fame Nash Family Event and Conference Center. The Facility is located on the grounds of the Pro Football Hall of Fame at 2121 George Halas Dr., Canton, Ohio 44708. The PFHOF has a long-term lease through 2061 with the City of Canton, Ohio for 7.5 acres of land in Fulton Heights Addition of Canton, Ohio upon which the museum buildings, including the Facility, and parking area are located. The annual rent of the land is \$1.

## Joint Use Agreement Worksheet

The Ohio Department of Higher Education

2. **Use of the facility or equipment by public institution.** At no cost to the University, Canton Clinical Partners or NEOMED students (“NEOMED Partners”), the PFHOF will provide NEOMED Partners event and conference space at mutually agreed times confirmed in advance of the meeting events. The use of the state-of-the-art audio-visual equipment in the Facility will also be provided at no cost. Events of an Educational, Professional Development or Recognition/Celebration nature may be determined at the discretion of NEOMED Partners. In addition, NEOMED Partners will receive complimentary parking and admissions to the PFHOF on the dates of the conferences and events. The term of this agreement is for 20 years, and the extent and nature of space to which NEOMED is by this agreement granted right for use, and the summary of the Facility and capital equipment expenditures for this project are specified in the Attachments A and B incorporated.
  3. **Reimbursement of funds.** In the event the University’s right to use the Facility is terminated for any reason prior to twenty (20) years from the commencement date, the PFHOF shall remit to the State of Ohio, a prorated portion of the H.B. 481 funds which shall be calculated by dividing the funds contributed by the State of Ohio by twenty (20) and multiplying that sum by twenty (20) less the number of full years the Facility is used by the University.
  4. **Use of funds.** The funds provided under this Agreement shall only be used by the PFHOF for capital appropriations to the Facility as provided for in H.B. 481.
  5. **Insurance for facility and hold harmless.** The PFHOF has in place general liability insurance at commercially reasonable amounts to cover both the improvements and the services performed under this Agreement. The PFHOF shall hold the University, its officers, trustees and employees and the State of Ohio harmless from any obligations, expenses, liabilities or claims of any kind arising out of: (i) the construction, general operation or maintenance costs of the PFHOF’s Facility and/or (ii) the University, its officers, trustees, or employees or the State of Ohio being named as a defendant in or party to any lawsuit or adjudicatory proceeding, if such lawsuit or adjudicatory proceeding arises out of an action or omission, or an alleged action or omission, of the PFHOF, its officers, trustees or employees, including, but not limited to, the PFHOF’s failure or alleged failure to comply with applicable public bidding requirements or any other Federal, state or local law, ordinance, rule, order, directive or regulation.
  6. **Compliance with Federal, state and local law.** The PFHOF shall comply with all applicable Federal, state and local laws as well as state administrative regulations
-

## Joint Use Agreement Worksheet

The Ohio Department of Higher Education

including but not limited to the applicable rules in Chapter 9, 123 and 153 of the Ohio Revised Code and associated regulation of the Ohio Administrative Code.

7. **Competitive bidding.** The PFHOF, in connection with the Project, shall follow competitive bidding procedures identified which 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.** The University may be reimbursed for administrative costs incurred as a result of the project equal to 1.5% of the appropriated amount since the funds are appropriated directly to the University. However, NEOMED has agreed to waive its reimbursement for administrative costs (1.5%) incurred as a result of this project.
  9. **Amendments.** Any amendments to this Agreement shall be in writing signed by the PFHOF and the University and shall require approval by the Ohio Department of Higher Education.
  10. **Review and inspection.** Either party of this Agreement, shall, upon request, supply the requesting parties with all pertinent records which measure the nature and extent of use of the facility by the University, the terms and conditions governing such use and the specific benefits derived by the University under this Agreement.
  11. **Payment.** An approved Controlling Board Request will release funds to the University. NEOMED will waive its reimbursement for administrative costs (1.5%) incurred as a result of this project. After release of funds the PFHOF shall submit to the University an appropriate invoice/invoices with documentation of competitive bidding. Upon review and approval of submitted request for payment, the University shall transfer the appropriate funds to the PFHOF.
  12. **Terms and conditions of use.** This Agreement shall have a twenty (20) year term commencing on the availability of use of the Facility to NEOMED Partners and shall end twenty (20) years thereafter.
-

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date set forth below.

NATIONAL FOOTBALL MUSEUM, INC.

By: David Baker  
David Baker  
President and CEO

Date: 8/10/20

NORTHEAST OHIO MEDICAL  
UNIVERSITY

By: Mary Taylor  
[Name] Mary Taylor  
[Title] VP for Operations &  
Finance

Date: 8/6/2020

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

**Attachment A**

**Project:** Pro Football Hall of Fame Nash Family Event and Conference Center ("Event Center")

**Date:** May 2020

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.

*Section I: State appropriation information.*

- |  |                |
|--|----------------|
| 1. Amount of state appropriation provided:             | \$1,000,000.00 |
| 2. Estimated annual debt service on the appropriation: | \$76,876.14    |
| 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>
<i>a. 8 small partial day educational/professional events for up to 120 NEOMED Partners for 8 events, or 960 (120 x 8) at \$76/each</i>	\$ 72,960	20
<i>b. Free parking for all NEOMED Partners for all events (Parking \$10 for 960 NEOMED Partners)</i>	\$ 9,600	20
<i>c.</i>	\$	
<i>d.</i>	\$	
<i>e.</i>	\$	
<i>f. Total</i>	\$ 82,560	20

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

## Joint Use Agreement Worksheet

The Ohio Department of Higher Education

### *Section III:*

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

The PFHOF, a 501(C)(3) entity, wishes to enter into a Joint Use Agreement with the University for a state appropriation of \$1,000,000. The annual debt service paid by the state on this appropriation is about \$76,876.14 per year, for 20 years.

NEOMED in partnership with the PFHOF will have educational/professional event space in Canton, Ohio on the grounds of the PFHOF. Such events will include education for NEOMED students and clinical faculty (Aultman Hospital and Mercy Medical Center) in the Canton region. This event space will also be used in conjunction with the Center for Excellence project which will be completed in future years at the Johnson Controls Hall of Fame Village. The Center of Excellence will house offices and medical facilities and will be closely tied with Hall of Fame Health. NEOMED has research focus areas in skeletal-muscular research and neuro-degenerative diseases. The event center will give their researchers and other researchers from around the state and country in this field an opportunity to meet and share cutting edge treatments to these specific ailments for the health and safety of NFL players. Specifically, this space will be used for offsite classroom space for M1, M2, M3, and M4 students in the College of Medicine and P1, P2, P3, and P4 students in the College of Pharmacy. As NEOMED considers some outsourcing of conference space and services for NEOMED students and clinical faculty from Aultman Hospital, Mercy Medical Center and other smaller clinical partnerships, the Event Center will be used as a primary source for this outsourced conference space in the future. NEOMED has a strong relationship with its Canton partners. Keeping this strong presence in Canton ensures that NEOMED will maintain its strong relationships with students and clinical faculty.

NEOMED and the NEOMED partners will have the right to begin use of the Event Center once construction is completed which is expected to be finalized in mid-2021.

The value of the use of the Event Center by the University was derived from the price list attached as Attachment C. This is the current price list that is contemplated to be offered to the public at the completion of the Event Center expansion. The Event Center will have three basic configurations. The first configuration is three open bays can serve a large group of 360 individuals. The second configuration is two open bays that can serve a medium size group of 240

---

## Joint Use Agreement Worksheet

The Ohio Department of Higher Education

individuals. And the third configuration is three smaller single bays that can each serve 120 individuals. While the PFHOF would offer flexible menu opportunities for group sizes and food and beverage selections, opportunities exist for either a full day or partial day educational/professional event for NEOMED Partners. The PFHOF allows for NEOMED Partners to select dates over the course of the year that are best for NEOMED Partners and just require advance reservations with the PFHOF.

Initially, NEOMED believes the University and its partners will utilize the third configuration which results in the use of the smaller bays for 120 individuals. However, in future years NEOMED may use other configurations in the Event Center should larger events be desired by NEOMED.

### *Explanation of Value in Section 2a:*

For the valuation calculation, we anticipate that NEOMED will use 8 partial day events for \$76 per person. It is expected that the 8 events would be evenly split by semester and equally allocated to the College of Medicine and College of Pharmacy. Both students and clinical faculty would participate. Included in these charges is food and beverage which would consist of one meal for a partial day event, linens, tables, set-up and tear down, service staff, premium audio-visual resources and service and the Event Center space itself. And, as is customary at the Hall of Fame, all NEOMED partners would enjoy admission to the Pro Football Hall of Fame museum and exhibits at no additional cost.

The total value of the 8 partial day events in Section 2a would be \$72,960 (120 guests per event times 8 events times \$76 per person).

### *Explanation of Value in Section 2b:*

As noted in Section 2b, every NEOMED Partner would be provided parking at no charge, which is a \$10 value. The value of the free parking is \$9,600 (120 guests times 8 events times \$10 per person).

---

## **Joint Use Agreement Worksheet**

The Ohio Department of Higher Education

The value for use of the facility would total \$82,560.

While inflation will likely occur from year to year over the 20-year period, an annual value of \$82,560 will be provided based on the room configuration and menu choices of the University or NEOMED Partners each year. This annual value of event space and service provided of \$82,560 will exceed the \$76,876.14 of annual debt service.

---

## **Joint Use Agreement Worksheet**

The Ohio Department of Higher Education

### **Attachment B**

Summary of Facility, Construction, Amenities, Equipment, etc.

PFHOF is looking to increase the square footage of its Nash Family Event and Conference Center (Event Center) from about 3,200 square feet to 5,000 square feet and the guest capacity by about 50% going from a capacity of 240 guests to a capacity of 360 guests in a table environment. Without tables, capacity could approximate 450 people.

The Event Center will have many uses that include professional development, education, entertainment and recognition. Historically and pre-expansion, the Event Center has been the home for the famous Nitschke Luncheon each year at Enshrinement Week where only Gold Jackets (Pro Football Hall of Famers) can attend. The Gold Jackets meet and discuss a variety of issues that are most important to them without any outside moderator or non-Gold Jacket in attendance. Based on feedback that we receive, we know that health care is one of their most important issues.

That is why the Pro Football Hall of Fame has engaged health care providers in the region to establish a subsidiary of the Pro Football Hall of Fame called Hall of Fame Health. Ed Roth, President and CEO of Aultman Hospital is the Vice Chairman of our Board, and we have a strong partnership with Aultman Hospital and with NEOMED. We desire to continue growing our health care presence on the campus of the Pro Football Hall of Fame and to engage our wonderful Northeast Ohio health care partners, like the University and NEOMED Partners.

The expansion will provide NEOMED the opportunity to utilize an event space with the potential for larger and private educational, professional development and awards and recognition events in a state-of-the-art facility that will contain premium audio and visual equipment for an amazing guest experience. The current plan includes three projector screens, including a media area for each bay, on the East wall of the Event Center and an LED board on the South wall of the Event

---

## **Joint Use Agreement Worksheet**

The Ohio Department of Higher Education

Center for large full room events. Diagrams and renderings of the completed Event Center are attached to this document as a separate exhibit.

The total cost of this project is \$2.5 million. In addition to this \$1.0 million in State of Ohio funding, additional brick and mortar construction and the technology totaling \$1.5 million are being funded by private sources.

---

## Attachment C

### Pro Football Hall of Fame Event Center Use of the Facility Estimated Value of Use of the Facility

Options for Use of Event Center:	<u>Maximum Guests</u>	<u>Full Day Charge pp</u>	<u>Partial Day Charge pp</u>
Large Events - 3 Bays	360	\$ 106.00	\$ 76.00
Medium Events - 2 Bays	240	\$ 106.00	\$ 76.00
Small Events - 1 Bay	120	\$ 106.00	\$ 76.00

Calculation of Values:	<u>F&amp;B, Linens, Service, AV &amp; Space</u>	<u>Parking</u>
Large Event - Full Day	\$ 38,160.00	\$ 3,600.00
Medium Event - Full Day	\$ 25,440.00	\$ 2,400.00
Small Event - Full Day	\$ 12,720.00	\$ 1,200.00
Large Event - Partial Day	\$ 27,360.00	\$ 3,600.00
Medium Event - Partial Day	\$ 18,240.00	\$ 2,400.00
Small Event - Partial Day	\$ 9,120.00	\$ 1,200.00

*Note: There is an additional premium charge for alcohol for any events and that premium cost is not included in the above rates.*

*Note 2: As is our normal practice, the cost of admission to the Pro Football Hall of Fame is included in the full day charge and*



DLR Group

Westlake  
Reed  
Leskosky

# Pro Football Hall of Fame Event Center Expansion

9 October 2019



West Branch Nimishillen Creek

Washington Blvd NW

Stadium Park Dr NW

Harrison Ave NW

U.S. Hwy 62

George Halas Dr NW

George Halas Dr NW

George Halas Dr NW

George Halas Dr NW

Pro Football Hall of Fame  
Museum dedicated  
to the game's history

21st St NW

MN Ave NW

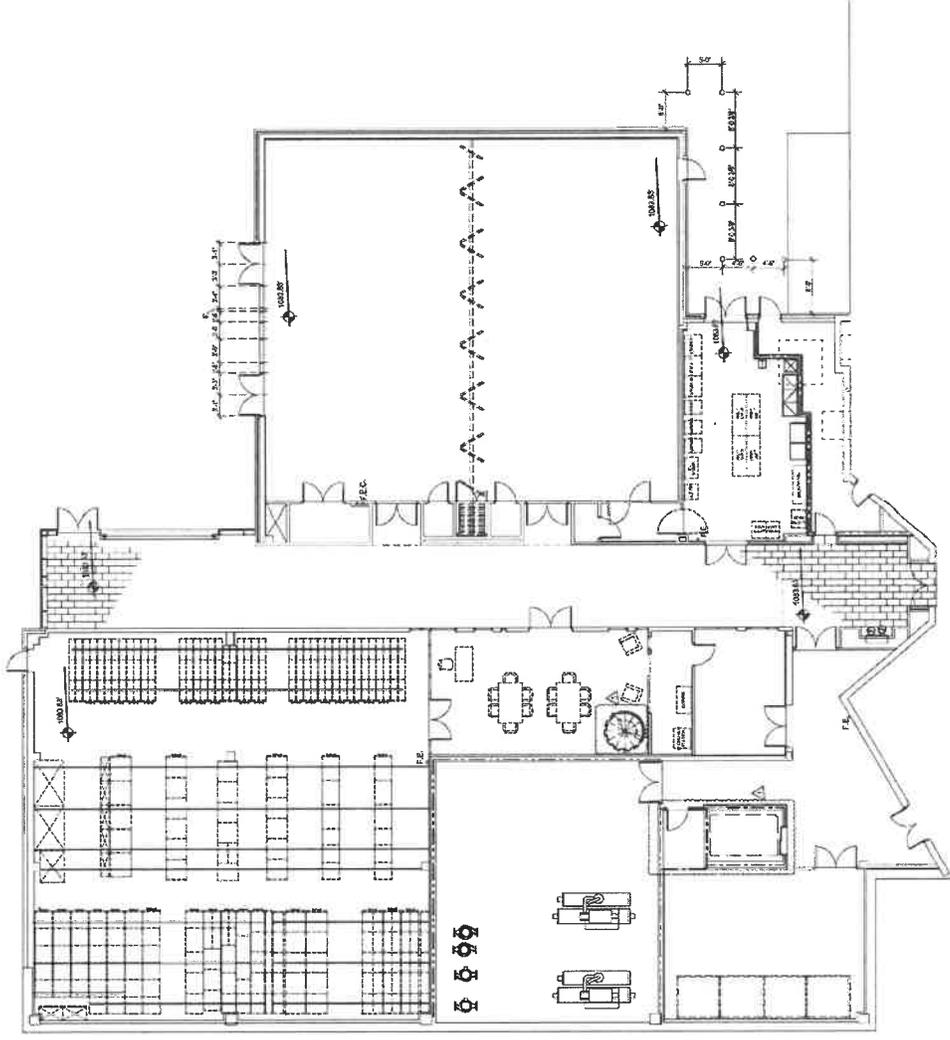
Blake Ave NW

21st St NW

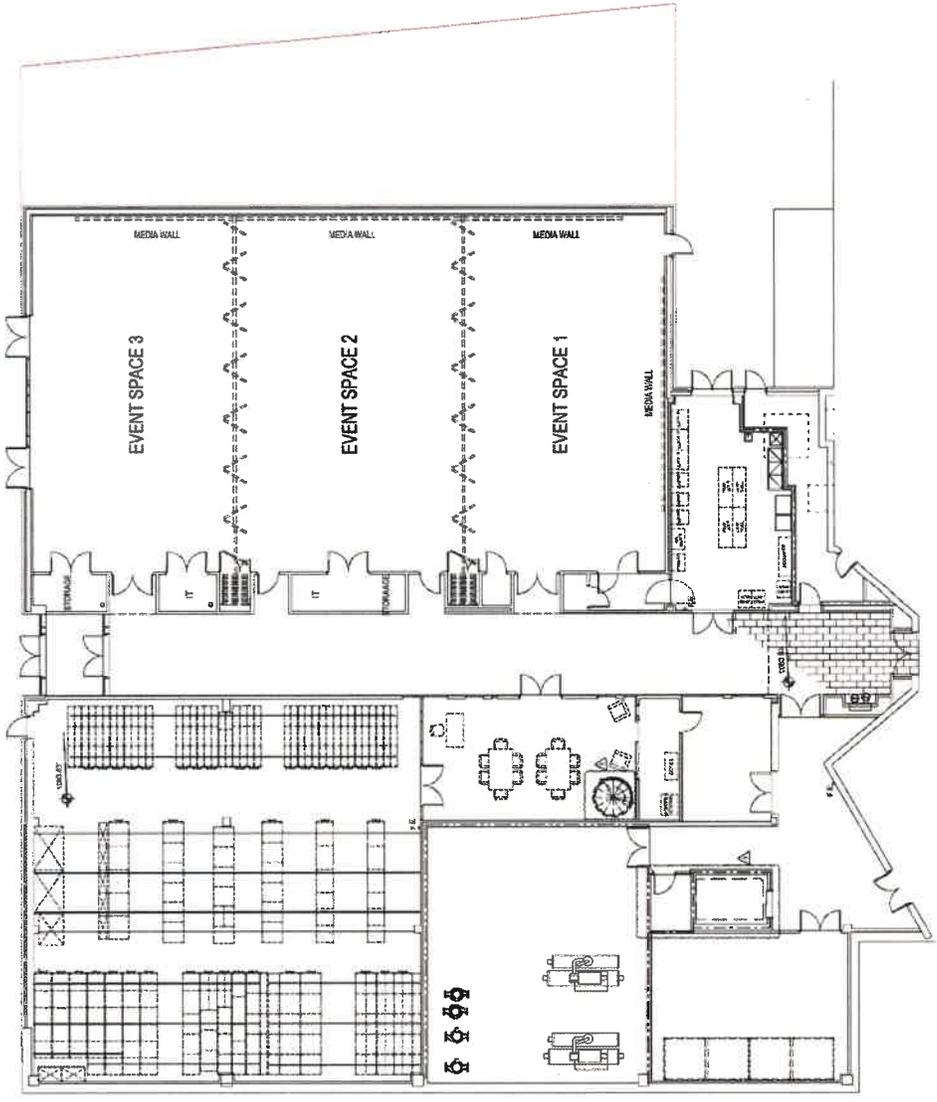
Blake Ave NW

Blake Ave NW

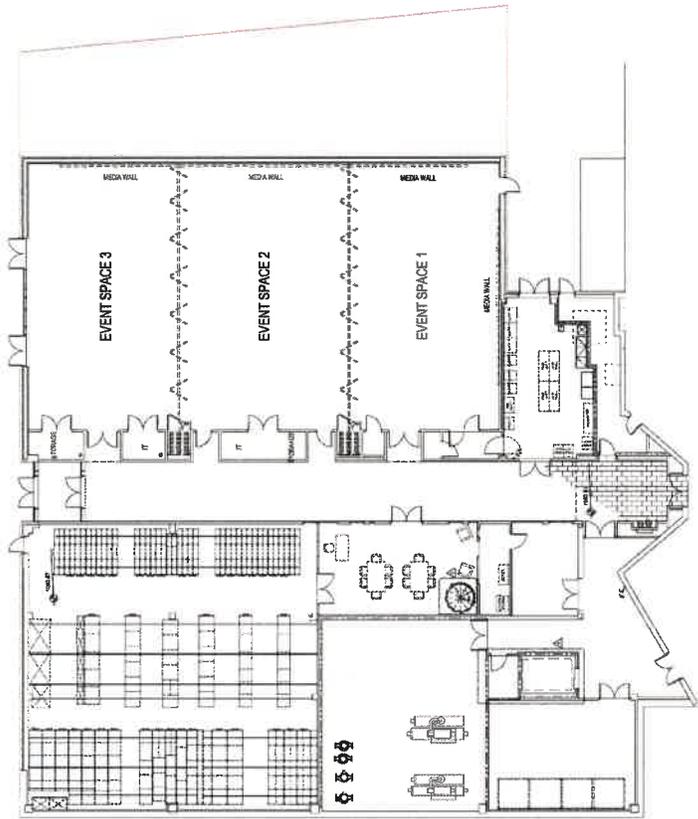




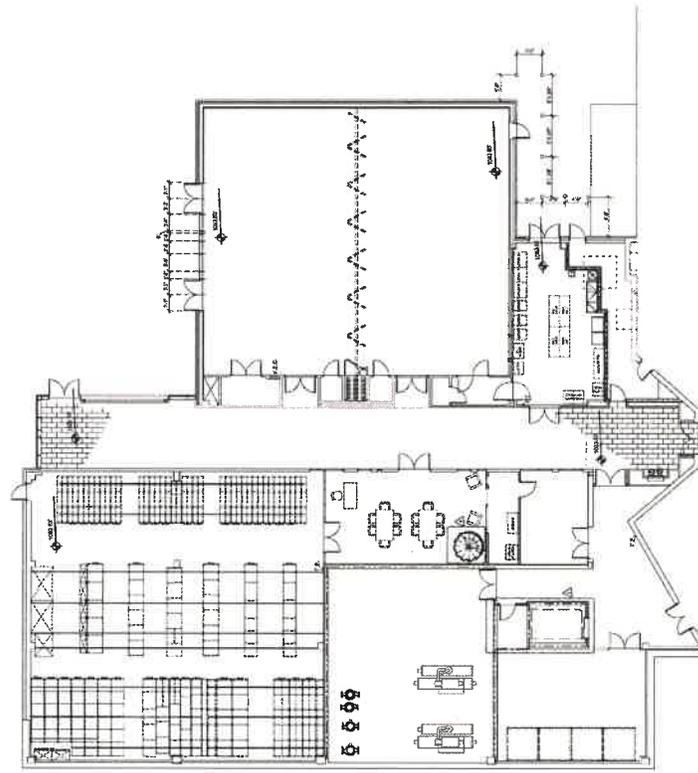
Existing Plan



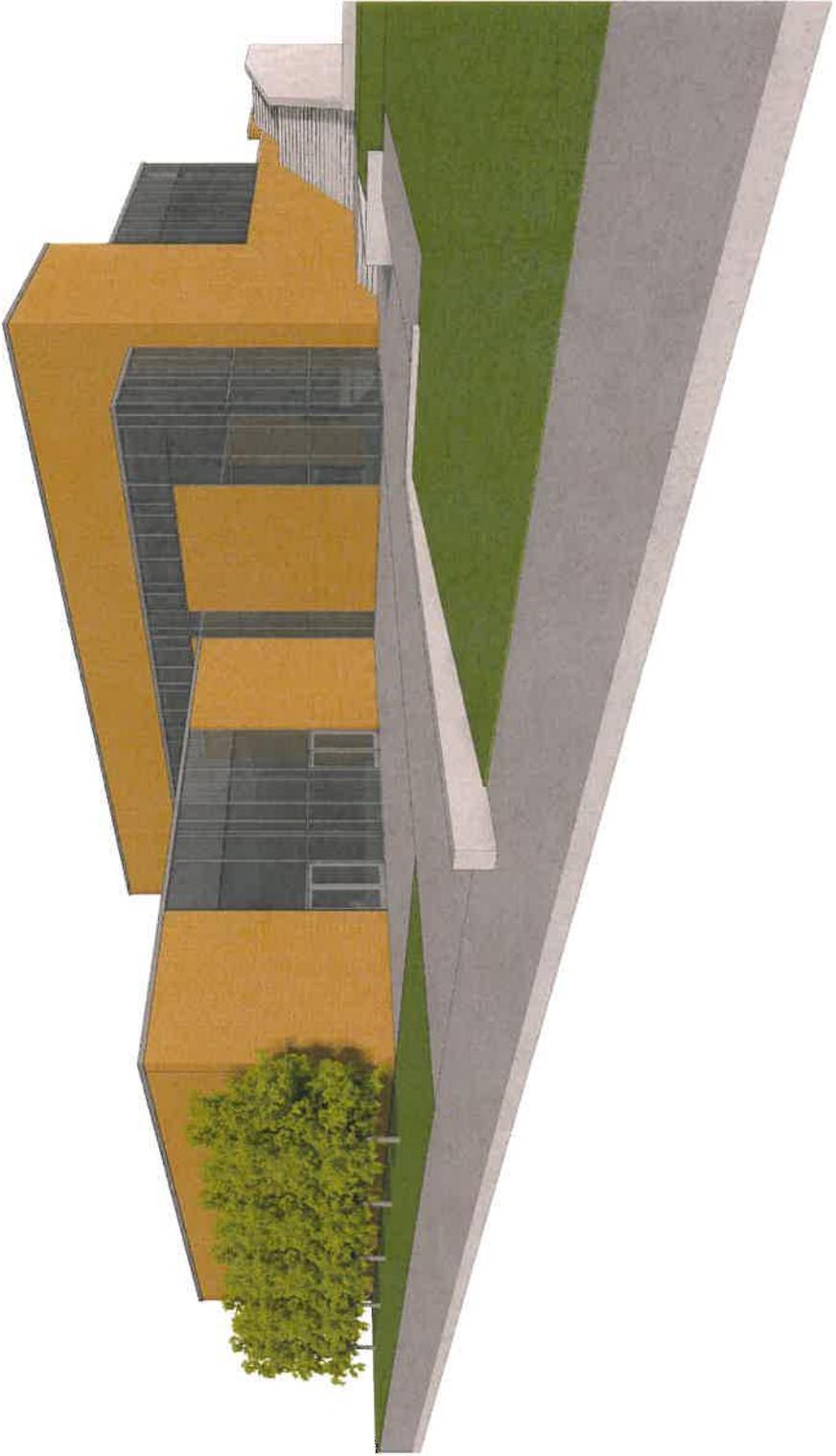
Proposed Plan



Proposed



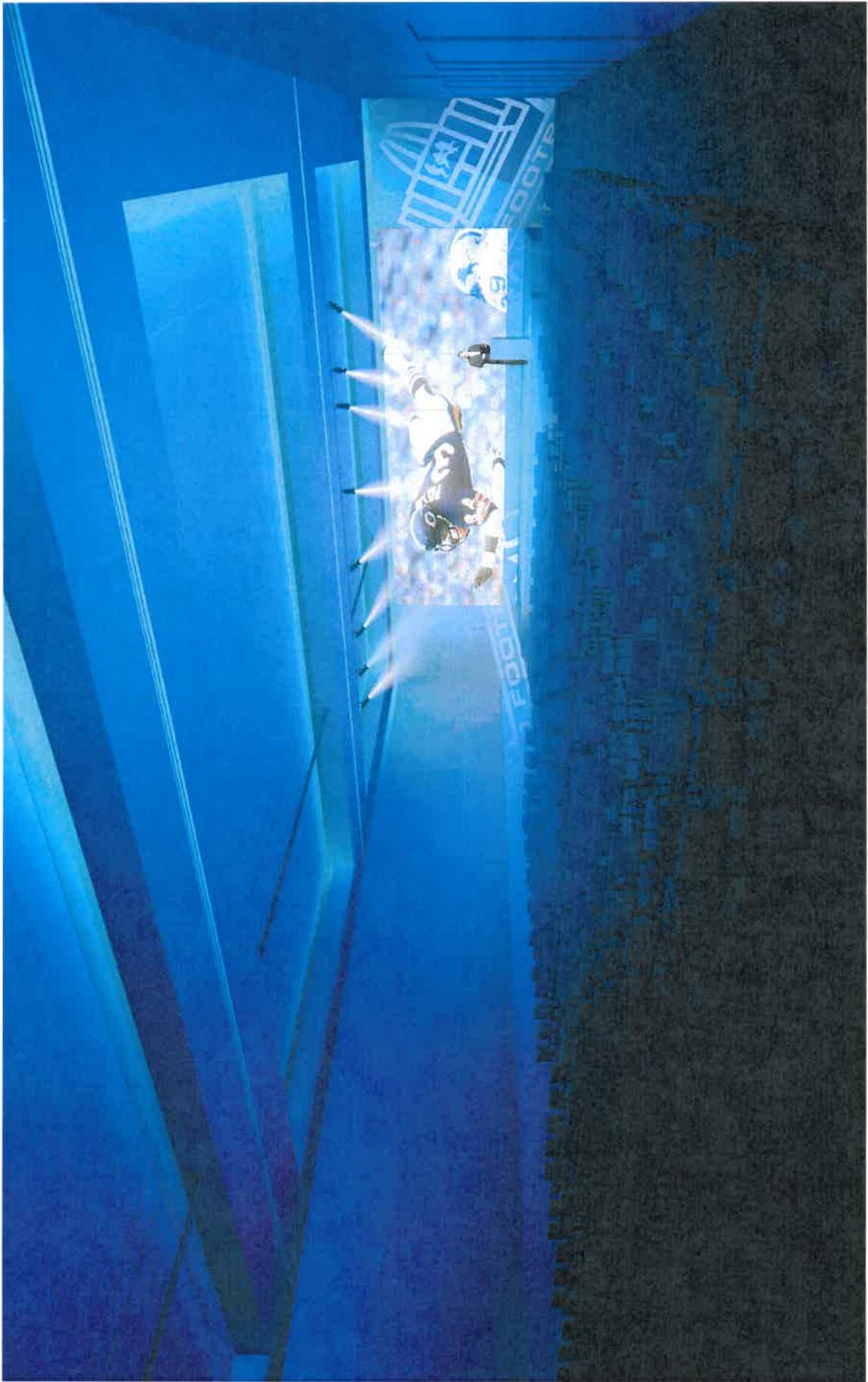
Existing

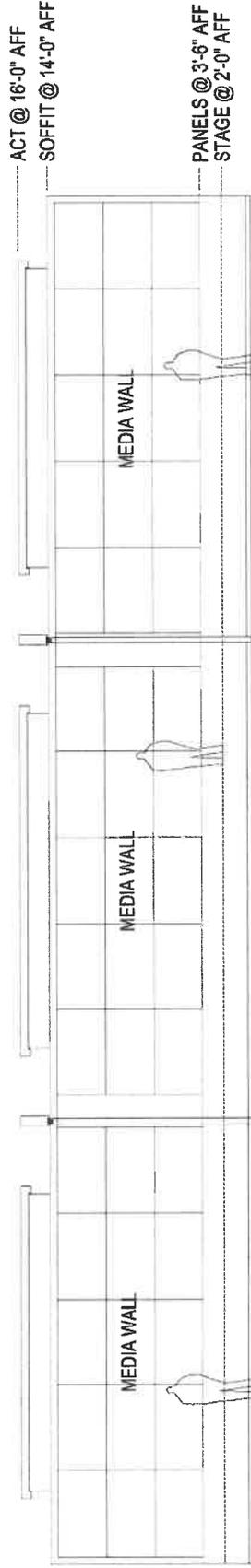


Existing

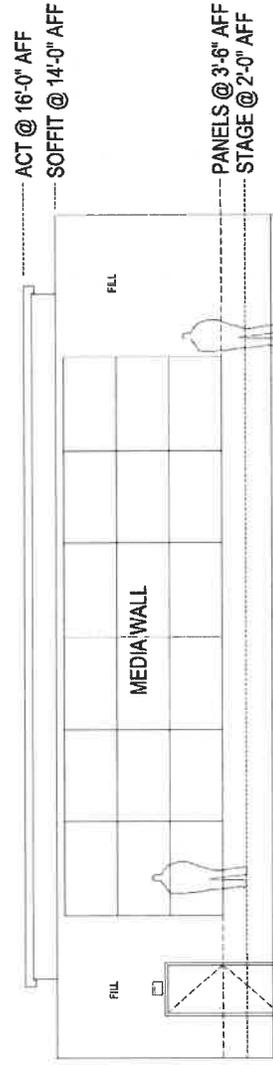








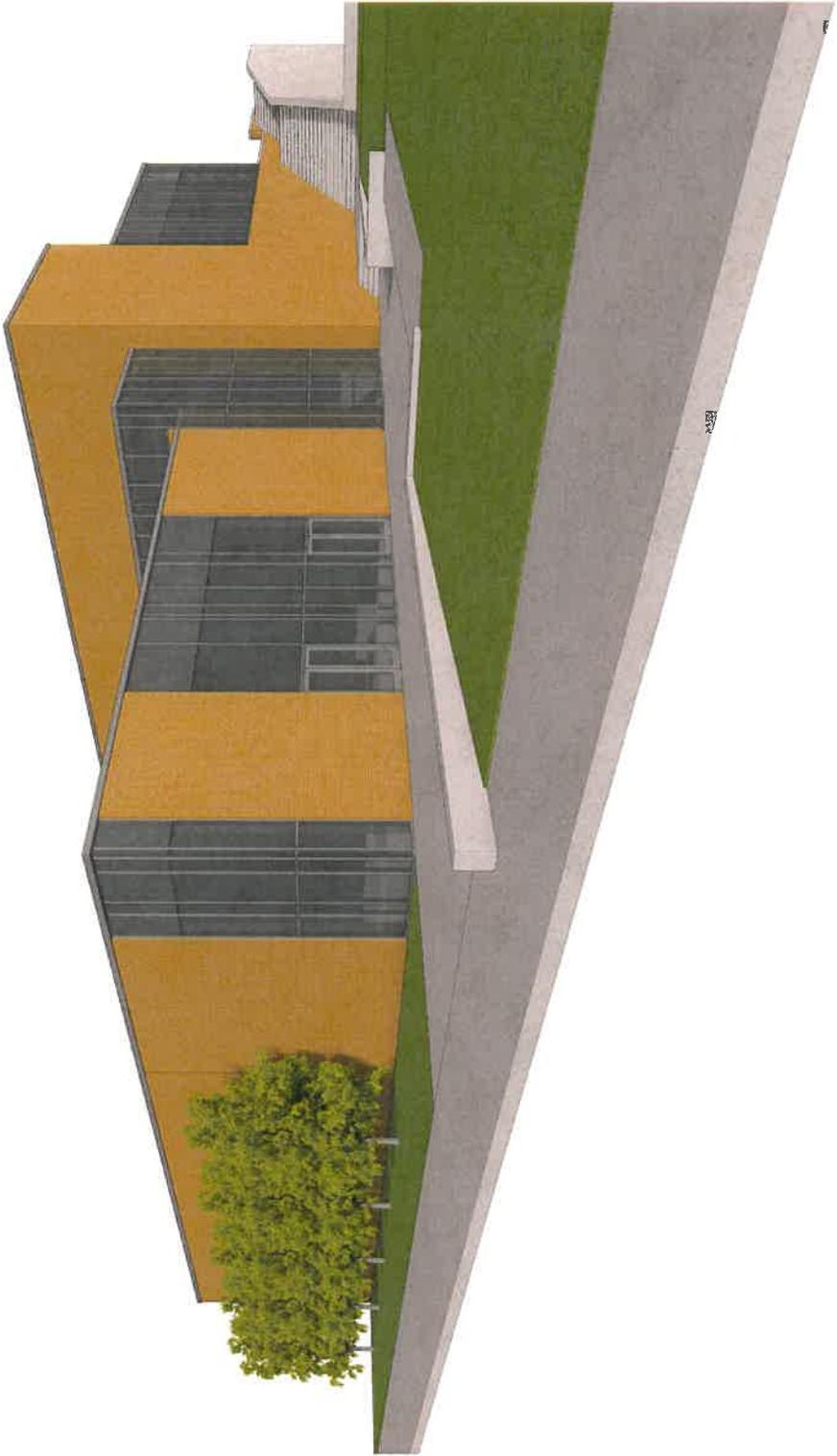
# EAST ELEVATION



# SOUTH ELEVATION



Westlake  
Reed  
Leskosky



Proposed