



DIRECTIVE 2021-015

May 10, 2021

RE: JOINT USE AGREEMENT BETWEEN THE OHIO STATE UNIVERSITY AND CANINE COMPANIONS FOR INDEPENDENCE

The Ohio State University has been granted appropriations contained in House Bill 481 of 133rd General Assembly in the amount of seven hundred fifty thousand dollars. The Ohio State University will use the funds to improve the facility owned by Canine Companions for Independence. As required by Ohio Administrative Code section 3333-1-03, The Ohio State 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 The Ohio State University and Canine Companions for Independence.

This directive will take effect immediately.


Randy Gardner
Chancellor

mlc

JOINT USE AGREEMENT

This Joint Use Agreement (this “Agreement”) is made and entered into as of the 5 day of April, 2021 by and between The Ohio State University (the “University”), 281 W. Lane Ave., Columbus, Ohio 43210, an instrumentality of the State of Ohio, and Canine Companions for Independence (“Canine Companions”), 2965 Dutton Ave., Santa Rosa, CA, a non-profit 5013c organized and existing under the laws of the State of Ohio.

RECITALS

WHEREAS, in 2020, the Ohio General Assembly reappropriated state capital funds to the University, through the Chancellor of the Ohio Department of Higher Education (the “Chancellor”), for the following project (the “Project”), as more fully described herein:

Project Name: Canine Companions Regional Training Facility
Legislation: House Bill 481
Capital Appropriation: C315GO
Total Appropriation Amount: \$750,000 (the “Appropriation”).

WHEREAS, in accordance with the terms hereof, the Appropriation is to partially fund design and construction of a new training facility and such Project shall expand the partnerships and activities between Canine Companions and the University.

WHEREAS, the University would benefit by joint use of the newly constructed Canine Companions Campus, as well as new training and internship opportunities funded by Canine Companions.

WHEREAS, in order for the Chancellor to release the Appropriation to the University, Ohio Administrative Code 3333-1-03(E) specifically requires execution of a joint use agreement containing specific requirements as set forth in (E) (1)-(11).

NOW, THEREFORE, in furtherance of the above, and in consideration of the mutual covenants, promises, conditions and terms to be performed by each, the University and Canine Companions hereby agree as follows:

AGREEMENT

I. Commitment.

- A. Canine Companions hereby represents to the University that Canine Companions (i) is the owner of the property at 7480 New Albany-Condit Road New Albany, Ohio at which the Project will be constructed (ii) will continue to be the owner of the property and the new building(s) and (iii) that no other person, party, or entity has any rights in or to such property and building(s).

- B. Canine Companions agrees to perform the Project as set forth above, and in accordance with the terms hereof, so that the Canine Companions Regional Training Facility may be used and occupied as detailed above and dedicated to serving the needs of central Ohio, including, without limitation, the University. Canine Companions shall design and construct the Project in a safe manner consistent with generally accepted standards, and in accordance with all applicable legal requirements, including without limitation, all pertinent federal, state and local laws as well as state administrative regulations, and the provisions of Ohio Revised Code Chapter 4115 regarding prevailing wages. It is hereby expressly agreed that Canine Companions shall follow competitive bidding procedures as outlined general in ORC Chapter 153, which shall include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders, and such selection procedures as directed by laws applicable to the University.
- C. Prior to performing the Project, Canine Companions shall provide the University with a copy of the plans and specifications. It shall be the responsibility of Canine Companions to ensure that the same comply with the applicable laws and requirements of public authorities, and the delivery of the plans and specifications to the University shall not be deemed a representation or warranty of any kind that the same satisfy the requirements or standards of any governmental authority having jurisdiction thereof or otherwise suitable for the purposes for which they were designed. From time to time during the performance of the Project, but in no event less than once a month, Canine Companions shall provide the University with an update on the Project status.
- D. The University through its faculty, staff and students shall be given the right to use and occupy the Canine Companions Regional Training Facility for educational and internship activities upon such terms and conditions as the parties reasonably agree and as further outlined in Attachment A, which is incorporated by reference herein. 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..
2. Term. The term ("Term") of this Agreement shall commence as of the date the University has access to the facility and shall expire on the day which is the last day of the month in which the twentieth (20th) anniversary of the date the University has access to the facility, unless sooner terminated pursuant to the terms hereof or at law. In the event that the University's use is terminated prior to its expiration in accordance with the term hereof, Canine Companions shall reimburse the State of Ohio in an amount (the "Reimbursement Amount") calculated by (a) dividing the amount of the Appropriation contributed by the State of Ohio by twenty (20) and (b) multiplying the resulting amount by twenty (20) less the number of full years the Canine Companions Regional Training Facility has been utilized by

the University in accordance with this Agreement. The Reimbursement Amount shall be paid in cash, by wire or by certified check.

3. Funds used for Capital Improvements. Except for the funds used to cover the University's administrative costs, the full amount of the Appropriation shall be used by Canine Companions only for capital improvements that are part of the Project and not for operating costs.
4. Insurance.
 - A. Canine Companions agrees that it shall, at its sole cost and expense, procure and continue in force during the Term of this Agreement (i) a policy of comprehensive general personal injury and property damage liability insurance against claims for bodily injury, death and property damage (including completed operations and contractual liability), on an occurrence basis in an amount not less than \$1,000,000 combined single limits and (ii) all-risk property insurance, including fire and casualty insurance for the Canine Companions Regional Training Facility, in an amount equal to their full replacement cost but in no event less than the Appropriation.
 - B. Prior to any contractor being permitted to perform work on the Project, and throughout the entire period any Project alterations or improvements are being performed, it shall be the obligation of Canine Companions to require each of the contractors to carry and maintain in full force and effect commercially reasonable insurance coverages consistent with standard insurance requirements for contractors performing similar work in a similar location.
 - C. The insurance policies described in Paragraphs 4A and 4B above shall be carried with companies licensed to do business in the State of Ohio, and, upon request from the University, Canine Companions shall provide a Certificate of Insurance evidencing the above coverages. All such policies shall name the University, and its directors, employees, faculty and agents and such other persons or entities as the University may reasonably request from time to time, each as an "Additional Insured" and shall contain a waiver of the insurer's right of subrogation against the University and its carrier. The University shall not at any time be liable for damage or injury to persons or property in or around the Canine Companions Regional Training Facility. Any coverage limit required herein shall not be construed as a limitation or satisfaction of any hold harmless or indemnification agreement contained herein.
5. Indemnity and Hold Harmless. Canine Companions shall indemnify, defend and save harmless the University, its affiliates, shareholders, directors, officers, agents, employees and contractors from and against any and all loss, cost (including attorneys' fees, and all construction, operation, and maintenance costs), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Canine Companions, its agents, employees, contractors, licensees, invitees, representatives, or visitors, in, on or about the Canine Companions

Regional Training Facility or in connection with this Agreement or the Project, including without limitation, the installation, operation or maintenance of the Canine Companions Regional Training Facility and the use of the Appropriation. This provision shall survive the expiration or sooner termination of this Agreement.

6. Distribution of Funds and Administrative Costs. After the full execution and delivery of this Agreement, the University shall submit to the Controlling Board a formal written request for the release of the Appropriation. The University shall be paid for administrative costs incurred as a result of the Project. Such administrative costs shall be \$11,250, which is equal to 1.5% of the Appropriation, and shall be paid to the University upon receipt of the Appropriation. At any time the full execution and delivery of this Agreement but in no event after eleven (11) months after such date, Canine Companions, on behalf of itself, shall submit a written draw request detailing expenditures to the University for the permitted use of the remaining Appropriation in the amount of \$738,750 for the Project. The University shall disburse the above amounts to Canine Companions after the University's receipt of the Appropriation, approved invoices or other appropriate documentation of such expenses and any other necessary approvals.
7. Validity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid or unenforceable because of judicial construction, then the remaining terms, covenants and conditions of this Agreement or their application to persons or circumstances other than those held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
8. Assignment. This Agreement may not be assigned by Canine Companions in any form or to any extent, without the prior written consent of the University, together with the written consent and approval of the Chancellor, which such consent may be granted or withheld in the University's (or the Chancellor's) sole discretion. Any assignment without such written consent shall be null and void.
9. Notices. Any notice required or permitted to be given under this Agreement shall be given either by: (i) first-class certified mail, return receipt requested, addressed to the party at the address shown below, or (ii) personal delivery at the then-current address of such party; in either event, with a copy given by either manner to the person designated below to receive a copy. Such notice shall be effective when delivered to both persons. The current addresses of the parties and the persons to receive copies are, respectively, as follows:

To the University:

Anne Garcia
General Counsel
Office of Legal Affairs
The Ohio State University
1590 North High Street, Suite 500
Columbus, Ohio 43210-2178

with a copy to:

Planning and Real Estate
The Ohio State University

Gateway D, 1534 N. High Street - 2nd Floor
Columbus, Ohio 43201

To Canine Companions: Paige Mazzone
Chief Operating Officer
Canine Companions for Independence
2965 Dutton Avenue
Santa Rosa, CA 95407

with a copy to: Megan Koester
Executive Director
Canine Companions for Independence
7480 New Albany Condit Road
New Albany, OH 43054

10. Governing Law. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Ohio, and any action brought pursuant to this Agreement shall be brought in a court of competent jurisdiction within the State of Ohio.
11. Amendments. Any amendment to this Agreement will not be effective unless and until approved in writing by the parties hereto and by the Chancellor.
12. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference and should not be given effect in the interpretation of this Agreement.
13. Trademarks/Service marks. Canine Companions shall not make use of the University's name or other identifying marks or property of the University, nor make any representation, either express or implied as to University's promotion or endorsement of the Project unless it has received the prior written permission from the University to do so.
14. Recitals. The Recitals above are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

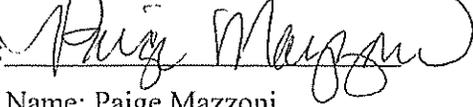
THE OHIO STATE UNIVERSITY

By: 

Name: Michael Papadakis, Sr. Vice President
For Business & Finance, and CFO
Title: The Ohio State University

Date: 4.5.2021

CANINE COMPANIONS FOR INDEPENDENCE

By: 

Name: Paige Mazzoni

Title: Chief Executive Officer

Date: March 5, 2021

Joint Use Agreement Worksheet – Attachment A

The Ohio Department of Higher Education

January 2021

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 Ohio 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 \$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.

Section I: State appropriation information.

1. Amount of state appropriation provided: \$ 750,000
2. Estimated annual debt service on the appropriation: \$ 57,658
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
<u>a. Annual Space use for Student Training</u>	<u>\$ 85,440</u>	<u>20</u>
Total	<u>\$ 85,440</u>	

(* 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.

Section III: Value Analysis

Overview of Project:

Canine Companions is the nation's first and largest non-profit provider of assistance dogs and is recognized worldwide for the excellence of its dogs and the quality and longevity of the matches it makes between dogs and people. Canine Companions enhances the lives of people with disabilities by providing highly trained assistance dogs and ongoing support to ensure quality partnerships, all of which is provided free of charge.

Canine Companions North Central Region has outgrown its current building and has secured 16 acres to build a new facility which will provide state-of-the-art kennels, housing for students being trained to work with their assistance dogs, as well as training and community space. In this space Canine Companions will be able to have students and faculty from the College of Veterinary Medicine assist with the veterinary care for the 110-120 dogs that pass through the facility annually. Throughout the year there are opportunities for Vet Med students at different levels of education to get hands on experience with our dogs that otherwise would not be able to be replicated in the classroom. Canine Companions will work with the university to come to a collaborative and mutually agreeable operating arrangement, beneficial to both parties.

Training Performed at the Facility

Two faculty members and up to eight students will travel to the Canine Companions campus to perform specified medical evaluations and tests on Canine Companions dogs on a monthly basis. During this time, students will receive advanced, instructor supervised, hands-on training in performing examinations and blood draws. During these visits, Canine Companions will make available for use its kennels, grooming areas, clinic, imaging, and isolation space for the above training. The training events and vet checks will take place throughout the year during agreed up on hours and in total will be 20 weeks, with an opportunity for expanded programs in the future. Based on market rates for medical space in Central Ohio - \$13/GSF – a similar 17,088 square foot facility would rent for \$222,144 per year or \$4,272/week. The total value to the university, at a weekly rate of \$4,272 is as follows:

20 weeks x \$4,272 weekly rate = \$85,440