



**DIRECTIVE 2021-016**

May 10, 2021

RE: JOINT USE AGREEMENT BETWEEN SINCLAIR COMMUNITY COLLEGE AND  
OMEGA COMMUNITY DEVELOPMENT CORPORATION

Sinclair Community College has been granted appropriations contained in Senate Bill 310 of 133<sup>rd</sup> General Assembly in the amount of twenty-five thousand dollars. Sinclair Community College will use the funds to improve the facility owned by Omega Community Development Corporation. 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 Omega Community Development Corporation.

This directive will take effect immediately.

  
Randy Gardner  
Chancellor

m/c

## 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 instrumentality of the State of Ohio, created under Chapter 3354.25 of the Ohio Revised Code, whose address is 444 W Third St, Dayton, OH 45402 and OMEGA COMMUNITY DEVELOPMENT CORPORATION (CDC), a 501c3 corporation operating in the State of Ohio, whose address is 1800 Harvard Boulevard, Dayton, OH 45406.

WHEREAS, SB 310 of the 133<sup>rd</sup> General Assembly, C37748, provides Twenty-Five Thousand (\$25,000) to SINCLAIR COMMUNITY COLLEGE to be used for “Hope Center for Families”.

WHEREAS, the CDC is constructing the Dayton Hope Center for Families (HCF) on land leased on the campus at 1800 Harvard Boulevard to host multiple tenants, including SCC to deliver educational, health care, workforce development and other services integral to assisting children, their parents and families to break the cycle of generational poverty and to support economic revitalization in the North West Dayton community, the CDC will use the additional funding to finalize completion of the structure.

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, SINCLAIR COMMUNITY COLLEGE 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 HCF will be built, owned and operated by the CDC on land located at 1800 Harvard Boulevard, Dayton, OH 45416, which has been acquired through a 40-year lease from the Omega Baptist Church located at 1821 Emerson Avenue, Dayton, OH 45416
  
2. **Use of the facility or equipment by public institution.** SCC will jointly use the facility for a term of twenty (20) years commencing on the date access to the facility is made available. CDC will make facilities available to SCC to conduct meetings and provide

## Joint Use Agreement Worksheet

The Ohio Department of Higher Education

additional courses to residents in the HCF service area. The location and set up of the facility is set forth in the floor plan/schematic attached as Exhibit A, hereby incorporated.

3. **Reimbursement of funds.** CDC shall reimburse the State of Ohio should Sinclair's right to use the facility be terminated by CDC 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.** CDC asserts that the funds will only be used for construction of the HCF and that the invoice provided to support re-imbursement will be consistent with that use.
5. **Insurance for facility and hold harmless.** The CDC will have adequate and acceptable insurance on the HCF and ensure that all tenant, including SCC carry appropriate and adequate insurance for their portions of the premises. CDC shall hold SCC harmless from all liability for construction, operation, and maintenance costs of the facility.
6. **Compliance with federal, state and local law.** The CDC will operate in compliance with all pertinent federal, state and local laws as well as state administrative regulations.
7. **Competitive bidding.** The CDC will create the necessary documents to support a competitive bidding process 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.** SCC has agreed to waive the 1.5% administrative fee so that CDC can use all the allocated funds toward the construction of the HCF.
9. **Amendments.** The CDC and SSC 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.** The CDC will submit a single invoice for the entire amount of the funding as and when such expenditures have been made toward the construction of the project. The appropriation shall be released to Sinclair with an approved Controlling Board request. Sinclair will disburse the funds to CDC upon receipt of documentation from CDC 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. Terms and conditions of use. Attachment A provides a detailed explanation of the facilities that CDC will provide within the HCF to SCC over the duration of this agreement.

Sinclair Community College

Omega Community Development Corporation

By: 

By: Vanessa Ward

Title: Director of Business Services

Title: President

Date: 4/12/2021

Date: 4/12/2021



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ATTACHMENT A

Project: DAYTON HOPE CENTER FOR FAMILIES

Date: \_\_\_\_\_

**Section I: State appropriation information.**

1. Amount of state appropriation provided: \$ 25,000
2. Estimated annual debt service on the appropriation: \$ 1,922.00
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>CONFERENCE ROOM</u>	\$ <u>\$2,880</u>	<u>20</u>
b. _____	\$ _____	_____
c. _____	\$ _____	_____
d. _____	\$ _____	_____
e. _____	\$ _____	_____
f. _____	\$ _____	_____

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



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Listed below are the annual uses from Directive 2019-049 that will continue to be used by Sinclair Community College:

CONFERENCE ROOM

\$57,600 PER YEAR

- e. Basis of estimate                      20hr/week (48 weeks annually)960 hours    \$60/hour
  - i. This additional hour is increasing the prior agreement of 20hrs per week for 48 weeks on State of Ohio ODHE Approved Directive 2019-049
- f. Description - The DAYTON HOPE CENTER FOR FAMILIES (HCF) includes a large conference room that can accommodate 12-14 attendees at the main table plus side seating for an additional 12-14. It also includes a whiteboard, projection screen, internet access, and a multi-user teleconferencing system.
- g. Rationale – Access to this facility will allow SCC to have community access via the Hope Center's multiple service center, providing convenience to attend SCC onsite event \training.
  - i. Event \training vision is:
    - 1. Enrollment events including FAFSA preparation workshops
    - 2. Nursing students clinical meeting space for Dayton Children's on-site clinic
    - 3. Early Childhood Education clinical meeting space for Mini-University on-site daycare facility
    - 4. Community Outreach including Diversity Inclusion sessions
    - 5. Credit and Non-Credit course instruction
    - 6. Workforce Development training
  - ii. Meeting space for Leadership to meet with Community Leaders
- h. Room Availability – The room is available during CDC's hours of operation, which has not yet been determined. Sinclair will strategically schedule use of this room to capture the appropriate time each day to meet with students and community members. Sinclair's vision is being able to be flexible to meet the need, having some morning and some late day meeting times in the room.