

**AMENDMENT TO JOINT USE AGREEMENT
BETWEEN
HELPING AFRICANS IN NEW DIRECTIONS (HAND)
AND
COLUMBUS STATE COMMUNITY COLLEGE**

This document is intended to amend the Joint Use Agreement between Helping Africans in New Directions ("HAND") and Columbus State Community College ("College") previously entered into on November 24th, 2009.

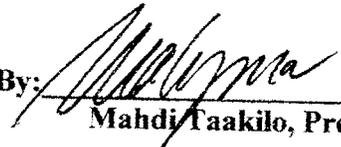
On Page 4 of the original Joint Use Agreement, Numbered Paragraph 8 shall be amended to read as follows:

8. Funds Used Only For Capital Improvements. The Funds provided under this Agreement shall be used by HAND only for capital improvements, including, but not limited to construction of a new or purchase of a 8,986 square-foot community center which is located at 1772 Genessee Avenue, Columbus, OH 43211.

All other provisions contained in the original Joint Use Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Joint Use Agreement as of the month, day and year signed.

HELPING AFRICANS IN NEW DIRECTIONS

By: 
Mahdi Taakilo, President

Date: July 5, 2010

COLUMBUS STATE COMMUNITY COLLEGE

By: 
David Harrison, President

Date: 7-8-2010



Board of Regents

Ted Strickland, Governor
Eric D. Fingerhut, Chancellor

University System of Ohio

DIRECTIVE 2010-002

January 7, 2010

RE: JOINT USE AGREEMENT BETWEEN COLUMBUS STATE COMMUNITY COLLEGE AND HELPING AFRICANS IN NEW DIRECTIONS

H.B. 562 includes a specific capital appropriation of \$100,000 to Columbus State Community College for the Helping Africans in New Directions (HAND) project. HAND will own the facility to be improved or purchased with state capital funds.

The Ohio Board of Regents' Rule 3333-1-03 requires that a joint use agreement between the institution for which funds are appropriated and the organization which will own or lease and operate facilities to be constructed or improved with such funds must be approved by the Chancellor. Columbus State Community College and Helping Africans in New Directions presented a joint use agreement for approval.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than fifteen 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 Regents' web site for purposes 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 Columbus State Community College and Helping Africans in New Directions.

This directive will take effect immediately.


Eric D. Fingerhut
Chancellor, Ohio Board of Regents

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**JOINT USE AGREEMENT
BETWEEN
HELPING AFRICANS IN NEW DIRECTIONS (HAND)
AND
Columbus State Community College**

THIS JOINT USE AGREEMENT ("Agreement") is between HELPING AFRICANS IN NEW DIRECTIONS, an Ohio non-profit corporation (HAND) and COLUMBUS STATE COMMUNITY COLLEGE, an instrumentality of the State of Ohio created and existing under Chapter 3358 of the Ohio Revised Code ("COLLEGE").

RECITALS

WHEREAS, the COLLEGE'S mission is to provide quality educational programs that meet the life-long learning needs of its community. Through its dynamic curriculum and commitment to diverse learners, the COLLEGE will serve as a catalyst for creating and fostering linkages among the community, business and educational institutions. The COLLEGE will proactively respond to the changing needs of our community and its role in the global economy through the use of instructional and emerging technologies; and further, whereas HAND'S mission is to provide acculturation skills and literacy to the immigrant, refugee, African and Somali community. It assists the community by promoting awareness, supplying internal and external information that affects people's daily lives. It also enhances the Somali community's understanding of American culture and opens channels within the community itself. It is the intention of this Agreement to develop an educational relationship that will be mutually beneficial to both parties; and

WHEREAS, the Ohio General Assembly passed House Bill Number 562, which appropriated a total sum of One Hundred Thousand Dollars (\$100,000.00) to COLLEGE to be used by HAND for capital construction; and

WHEREAS, the State of Ohio capital appropriations released through the Chancellor of the Ohio Board of Regents requires compliance with Ohio Administrative Code section 3333-1-03(E), which specifically calls for the execution of a joint use agreement; and

WHEREAS, the COLLEGE has concluded that the value of the use of HAND'S facilities and resources by the COLLEGE as provided in this Agreement is reasonably related to the amount of the appropriation, and that the terms of this Agreement are more favorable to the COLLEGE than to others;

NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed between the parties as follows:

I. Use of HAND'S Facilities and Resources by COLLEGE.

HAND agrees to provide use of a 20 foot by 18 foot classroom in its planned facility, so that the COLLEGE may offer noncredit courses to African / Somali individuals. This will facilitate an opportunity for African/Somali individuals to have easily available access to these classes. These classes will include Basic English, GED preparation, and work readiness training classes. The COLLEGE will have use of this classroom two quarters per year. Should the COLLEGE, in its sole discretion, determine enrollment of any proposed course is not adequate to support the delivery of the program, it may cancel the course and will work with HAND to identify other appropriate programs to offer to the target population in place of the scheduled course. In the event

an agreement cannot be reached or the COLLEGE determines there is inadequate support for any program, the COLLEGE may use the space for any educational purpose, including programs not exclusive to the target population.

2. Promotion and advertising of COLLEGE programs available at HAND's building. HAND agrees to promote the programming of the COLLEGE taking place at the building by including promotion of the COLLEGE's programming in printed materials and by providing advertising in the Somali Link newspaper.
3. Joint Committee. A Joint Committee comprised of HAND'S representatives and representatives of COLLEGE will develop the details and guidelines for implementation of programs referenced in item (1) above. The Joint Committee shall meet at least semi-annually to review and monitor implementation of the parties' commitments under this Agreement. A written report shall be prepared following each meeting and submitted to each party's board of trustees and the Chancellor upon the Chancellor's request.
4. Annual Reports. Each annual report issued by HAND during the term of this Agreement shall (1) include a description of the COLLEGE-HAND relationship created by this Agreement, and (2) mention that the funds were provided via a state appropriation made to the COLLEGE.
5. Term: Termination Prior to Expiration of Term. The term of this Agreement shall commence as of the date of execution set forth below and shall end

twenty (20) years thereafter. If any of the material terms or conditions contained in this Agreement are breached by HAND then COLLEGE shall have the right to terminate this Agreement upon forty-five (45) days' written notice to HAND provided that HAND does not cure the breach within such 45-day period.

6. Reimbursement of State upon Termination. In the event that this Agreement is terminated for any reason prior to twenty (20) years from the commencement date, HAND shall remit to the State of Ohio a prorated portion of the 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 that HAND's obligations under this Agreement were fulfilled.
7. Compliance with Laws. HAND shall comply in all material respects with all pertinent federal, state and local laws as well as state administrative regulations, applicable to the use of funds hereunder and to the operation of the Capital Improvement.
8. Funds Used Only for Capital Improvements. The Funds provided under this Agreement shall be used by HAND only for capital improvements, including but not limited to construction of a new or purchase of a 15,150 square-foot community center which is located at 2873 Suwanee Road, Columbus, Ohio 43224.
9. Ownership of HAND Insurance. The Project will be owned by HAND and will be fully insured in accordance with current minimum guidelines by the Chancellor and/or COLLEGE.

10. Competitive Bidding. HAND, in connection with the expenditure of Funds for the Project shall to the extent required by Ohio law follow the competitive bidding procedures for educational facilities construction including but not limited to publishing advertisements to seek bids and awarding contracts to the lowest responsive and responsible bidder.
11. Hold Harmless. HAND shall hold the State of Ohio and COLLEGE, its officers, trustees and employees harmless from any and all obligations, expenses, liabilities or claims of any kind and/or the COLLEGE, its officers, trustees or employees being named as a defendant or party to any lawsuit or adjudicatory proceedings, if such lawsuit or adjudicatory proceeding arising out of (1) the construction, renovation, operation, or maintenance of the Project, (2) an alleged action or omission of HAND, its officers, trustees or employees including but not limited to HAND'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.
12. Amendments. Any amendments to this Agreement shall be in writing, signed by HAND and COLLEGE and shall require approval by the Chancellor.
13. Records of College Use. Upon request by the Chancellor and/or the COLLEGE, HAND shall supply the Chancellor and/or the COLLEGE with all pertinent records including financial records which measure the nature and extent of use of HAND'S facilities by the COLLEGE, the terms and conditions governing such use and the specific benefits derived by the COLLEGE under this Agreement.

14. Distribution of Funds; Administrative Costs. Upon execution of this Agreement COLLEGE shall submit to the Chancellor a formal request for the release of the Funds. After the release of the Funds HAND shall submit to COLLEGE requests for payment of amounts along with documentation of contractor invoices or purchase orders related to obligations incurred by HAND for permitted uses of the Funds. A tentative disbursement schedule is attached hereto as **Exhibit A**. From the Funds, COLLEGE shall receive administrative costs in the amount of One Thousand Five Hundred Dollars (\$1,500.00) which is equal to one and one-half percent (1½ %) of the total amount of the Funds.
15. Notices. All notices to the parties shall be sent by registered or certified mail, postage prepaid and addressed to the parties at the addresses set forth below or to such other address as either party shall have designated by prior notice.

Helping Africans in New Directions
4889 Sinclair Rd, Suite 207
Columbus, Ohio 43229
Attn: Mahdi Taakilo
President

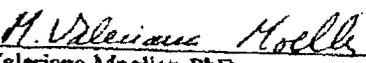
Columbus State Community College
550 East Spring Street
Columbus, Ohio 43215
Attn: Tom V. Erney,
Dean of Instructional Services

16. Binding Nature. This Agreement shall be binding upon and inure to the benefit of HAND and the COLLEGE and their respective successors and assigns.
17. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto relating to the subject matter of this Agreement.
18. Heading. 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.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the month, day and year signed.

HELPING AFRICANS IN NEW DIRECTIONS COLUMBUS STATE COMMUNITY COLLEGE

By: 
Mahdi Taaliko
Executive Director

By: 
Valeriana Moeller, PhD.
President

Date: Nov 17, 09.

Date: 11/24/09

EXHIBIT "A"

PROPOSED DISBURSEMENT SCHEDULE

**HELPING AFRICANS IN NEW DIRECTIONS – CAPITAL IMPROVEMENT
FUNDS**

PROPOSED DISBURSEMENT SCHEDULE

HAND requests an immediate disbursement of the entire \$100,000 appropriation, less \$1,500 in administrative costs to which the COLLEGE is entitled.

Joint Use Agreement between Columbus State Community College and Helping Africans in New Directions

BACKGROUND

H.B. 562 includes a specific capital appropriation of \$100,000 to Columbus State Community College for the Helping Africans in New Directions (HAND) project. HAND will own the facility to be improved or purchased with state capital funds. As required by Ohio Administrative Code section 3333-1-03, Columbus State Community College submitted a Joint Use Agreement for consideration and approval by the Chancellor.

State funds will support the purchase or improvements to the HAND Community Center facility, located at 2873 Suwanee Road, Columbus Ohio.

REVIEW

Throughout the entire term of the agreement, HAND will provide the following to the College –

- 1) Space to offer educational programs;
- 2) Advertising in the Somali Link newspaper that promotes educational programs;
- 3) Opportunities for College to include educational programs in printed materials.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than fifteen years
- The value of use to Ohio higher education institutions is reasonably related to the amount of the appropriation

RECOMMENDATION

Staff recommends Chancellor approval of the Joint Use Agreement between Columbus State Community College and Helping Africans in New Directions.

Joint Use Agreement Worksheet

The Ohio Board of Regents

April, 2005

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 Board of Regents. 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: \$ 100,000

2. Estimated annual debt service on the appropriation: \$ 7,688

3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. <u>Classroom space</u>	\$ <u>4,000 in kind</u>	<u>20</u>
b. <u>Advertising in Somali Link Newspaper</u>	\$ <u>3,000 in kind</u>	<u>20</u>
c. <u>Production of promotional materials</u>	\$ <u>688 in kind</u>	<u>20</u>
d. _____	\$ _____	_____
e. _____	\$ _____	_____
f. _____	\$ _____	_____

(* 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.

Promotional material valued includes production of promotional flyers and handouts.

Classroom space value represents a usage fee for the room of \$11.33 per square foot for the 400 hours of class time. This is comparable to rates CSCC pays for space at off-campus centers.

Advertising was valued using Somali Link's current advertising rates.

JOINT USE AGREEMENT ANALYSIS

Institutions Involved Columbus State Community College/Helping Africans In New Directions
Project Title HAND Community Center
Capital Bill HB 562 Item C38414 Somali Community Center

- Yes 1. Is the facility to be built/improved identified specifically by address or location?
- Yes 2. Does the non-profit organization now own the property or have a long term lease? If not, when will it control the property?
- Yes 3. Does the agreement provide for use of the facility for at least 15 years from the time that it is ready for occupancy?
- Yes 4. If the agreement is terminated, is there a pro rata reimbursement clause? Is the reimbursement formula correct?
- Yes 5. Will funds be used only for capital improvements and not operating costs?
- Yes 6. Will the non-profit hold the institution harmless for all operation/maintenance costs?
- Yes 7. Will the non-profit comply with federal, state and local laws and rules?
- Yes 8. Is the non-profit required to competitively bid as outlined generally in ORC Chapter 153 (published ads, sealed bids, public opening, award to lowest responsive and responsible bidder, etc.)?
- Yes 9. Does the contract provide for a 1.5% administrative fee for the institution?
- Yes 10. Does the agreement require that amendments be approved by the Chancellor of the Board of Regents?
- Yes 11. Is a drawdown schedule or payment procedure included?
- Yes 12. Are the extent and nature of spaces and uses adequately described?
- Yes 13. Are the terms and conditions of use of the facility described?
- Yes 14. **Has the institution demonstrated that the value of the use of the facility is reasonably related to the amount of the appropriation? (See attached worksheet)**
- Yes 15. Is the facility insured?