

## JOINT USE AGREEMENT ANALYSIS

Institutions Involved \_\_\_\_\_

Project Title \_\_\_\_\_

Capital Bill \_\_\_\_\_ Item \_\_\_\_\_

- \_\_\_\_\_ 1. Is the facility to be built/improved identified specifically by address or location?
- \_\_\_\_\_ 2. Does the non-profit organization now own the property or have a long term lease? If not, when will it control the property?
- \_\_\_\_\_ 3. Does the agreement provide for use of the facility for at least 15 years from the time that it is ready for occupancy?
- \_\_\_\_\_ 4. If the agreement is terminated, is there a pro rata reimbursement clause? Is the reimbursement formula correct?
- \_\_\_\_\_ 5. Will funds be used only for capital improvements and not operating costs?
- \_\_\_\_\_ 6. Will the non-profit hold the institution harmless for all operation/maintenance costs?
- \_\_\_\_\_ 7. Will the non-profit comply with federal, state and local laws and rules?
- \_\_\_\_\_ 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.)?
- \_\_\_\_\_ 9. Does the contract provide for a 1.5% administrative fee for the institution?
- \_\_\_\_\_ 10. Does the agreement require that amendments be approved by the Board of Regents?
- \_\_\_\_\_ 11. Is a drawdown schedule or payment procedure included?
- \_\_\_\_\_ 12. Are the extent and nature of spaces and uses adequately described?
- \_\_\_\_\_ 13. Are the terms and conditions of use of the facility described?
- \_\_\_\_\_ 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)**
- \_\_\_\_\_ 15. Is the facility insured?