

JOINT USE AGREEMENT

This Joint Use Agreement (“**Agreement**”) Is entered into by and among Mosaic Ministries Of South Toledo, an Ohio non-profit corporation, with offices at 860 Orchard St, Toledo, Ohio 43609 (“**Mosaic**”), The University Of Toledo, a state institution of higher education, with offices at 2801 West Bancroft Street, Toledo, Ohio 43606 (“**UToledo**”). Mosaic and UToledo may collectively be referred to as the “**Parties**”.

RECITALS

WHEREAS, the Parties are cooperating and working together in connection with the rehabilitation and renovation of the building owned by Mosaic located at 1623 Broadway, Toledo, Ohio 43609 (“**Facility**”); and

WHEREAS, pursuant to an application by Mosaic, the 134th General Assembly of the State of Ohio under HB 597 has appropriated funds (“**Capital Grant**”) in appropriation item C340B6 in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (“**Funds**”) to be expended by UToledo in connection with the creation of space in the Facility for occupancy and use by Mosaic (“**Project**”); and

WHEREAS, UToledo, the governmental nexus for the Project, through this Agreement and in accordance with the requirements of the Capital Grant, has agreed to commit the Funds toward the Project for the benefit of Mosaic; and

WHEREAS, the State of Ohio Capital Grant under Ohio Administrative Code 3333-1-03(E) provides for the release of the Funds for the Project through the Chancellor of the Ohio Department of Higher Education (“**Chancellor**”), and specifically calls for the execution of a Joint Use Agreement; and

WHEREAS, UToledo has concluded that the value of the use of the Facility by Mosaic Ministries and its resources by UToledo as provided in this Agreement is reasonably related to the amount of the Funds, and that the terms of this Agreement are favorable to UToledo;

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


- 1. Rehabilitation of Facility.** The Funds, together with other available funds, will be used by the Parties for the rehabilitation of space at 1623 Broadway Street, Toledo, Ohio 43609 to provide safety upgrades to the Facility, creating a community asset providing, in part, gymnasium space for area children and access to food services and parenting education. The building at 1623 Broadway Street, Toledo, Ohio 43609 is owned by Mosaic.
- 2. Use of Facility and Resources.** As part of this Agreement, for a period of twenty (20) years from the date of occupancy of the Facility, Mosaic agrees to provide or cause to be provided, pursuant to Attachment A, hereby incorporated, UToledo access to the Facility to participate in, or create programming for the University College/ROTC programs in the gymnasium with Mosaic Ministries as described below, and access to the gymnasium at the Facility, for use by faculty and staff of UToledo for a minimum of two (2) hours access, per week, per academic year (Fall, Spring and Summer terms) for classes and instructional programming. The frequency and timing for use of the facility by UToledo between the hours of 5:00 p.m. to 10:00 p.m. Monday through Sunday will be mutually agreed upon fourteen (14) days prior to the start of a semester. Both Parties will use the Facility in a reasonable manner for the uses described herein. Neither Party shall be

responsible for theft or loss of personal property or for the security of any individual associated with the use of the Facility under this Agreement.


3. **Reimbursement of Funds.** Mosaic agrees to provide for reimbursement to the State of Ohio should UToledo's right to use the Facility be terminated by Mosaic prior to the expiration of the twenty-year term or should Mosaic default on any obligations set forth in Agreement; notwithstanding the foregoing said reimbursement shall be calculated by dividing the funds contributed by the State of Ohio by twenty and multiplying that sum by twenty less the number of full years the facility is used by UToledo.
4. **Use of Funds; Recordkeeping.** The Parties agree that Funds provided by this Agreement shall be used only for capital improvements at the Facility and not operating costs. Either party to this Agreement, shall, upon request by the other party or appropriate governmental entity, supply the requesting parties with all pertinent records which measure the nature and extent of use of the facility by UToledo, the terms and conditions governing such use, and the specific benefits derived by UToledo under this Agreement.
5. **Distribution of Funds.** An approved Controlling Board request will release project funds. Mosaic shall submit invoices and related documentation to the reasonable satisfaction of UToledo, after which UToledo shall transfer appropriate amounts to Mosaic.
6. **Appropriation Administrative Fee.** UToledo shall receive administrative costs of \$1,500, which is equal to 1½% of the total amount of Funds.
7. **Compliance with Laws and Regulations.** In connection with the Project work, Mosaic shall comply with (or cause compliance with) all pertinent federal, state and local laws, rules and administrative regulations.
8. **Competitive Bidding.** In connection with the Project work, Mosaic shall comply with competitive bidding procedures which include, at a minimum, publishing advertisements to seek bids, receiving sealed bids and awarding contracts to the lowest responsive and responsible bidders as outlined in ORC Chapter 153. The Project is subject to ORC Chapter 4115, as well as Chapter 4101:9-4 of the Ohio Administrative Code, relating but not limited to the payment of prevailing wage.
9. **Hold Harmless; Insurance.** Mosaic shall defend, indemnify and hold harmless the State of Ohio and UToledo, its officers, trustees and employees from any and all obligations, expenses, liabilities or claims of any kind arising out of (1) the construction or renovation of the Project, operation, or maintenance costs of the Project, and (2) alleged actions or omissions (when Mosaic has a duty to act) of Mosaic, its officers, trustees or employees, including, but not limited to Mosaic's failure or alleged failure to comply with any applicable federal, state or local law, ordinance, rule, order, directive or regulation relating to the construction of the Project. Mosaic has confirmed a program of insurance exists for the Facility. Nothing contained herein shall be deemed to require Mosaic to defend, indemnify, or hold UToledo or the State of Ohio harmless from or against any claims, damages or losses caused by or relating to the negligence or misconduct of UToledo, its officers, trustees, employees, agents or contractors.
10. **No Property Interest.** This Agreement shall in no way affect title and ownership to any real or personal property and all improvements made under the Project shall be owned by Mosaic.
11. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors.

12. **Amendments.** Any amendments to this Agreement shall be in writing, signed by all of the Parties, and shall require approval by the Chancellor.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Any signature to this Agreement transmitted by facsimile or email shall be deemed an original signature hereto.
14. **Recitals.** The recitals above are incorporated herein by reference.

THE UNIVERSITY OF TOLEDO

By: 
Title: Sr. AVP for Administration
Date: June 26, 2023

Mosaic Ministries of South Toledo

By: 
Title: Pastor
Date: July 26,, 2023

Attachment A
Joint Use Agreement Worksheet

Project: Mosaic Lodge Community Center

Date: June 10, 2022

Section I: State appropriation information.

- 1. Amount of state appropriation provided: \$ 100,000.00
- 2. Estimated annual debt service on the appropriation: \$ 7,688.00
- 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. <i>Use of gymnasium space for classroom and academic programming space by UToledo</i>	\$ 8,800.00	20
b.	\$	
c.	\$	
d.	\$	
e.	\$	
f.	\$	

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

Section III:

Mosaic agrees to provide or cause to be provided: Access to the Community Center Facility to participate in, or create programming for the University College/ROTC programs in the gymnasium with Mosaic Ministries as described below, and access to the gymnasium at the Facility, for use by faculty and staff of UToledo for a minimum of two (2) hours access, per week, per academic year (Fall, Spring and Summer terms) for classes and instructional programming. The frequency and timing for use of the facility by UToledo between the hours of 5:00 p.m. to 10:00 p.m. Monday through Sunday will be mutually agreed upon fourteen (14) days prior to the start of a semester.

The calculation of the value of the use of the facility is as follows:

- 44 Academic weeks (fall & spring semesters at 16 weeks plus 12 week summer session),
- One gymnasium located at the Mosaic Community Center, typical two-hour lab component per class,
- Rental rate of \$100.00/hour. This is a standard UToledo rate for meeting/classrooms,
- The Mosaic Community Center gymnasium is expected to be completed and available for use in 2024. The projected 2024 spring schedule is expected to have the following times open for use by UToledo:
 - Monday through Sunday 5:00 pm – 10:00 pm
 - Open hours available total 35 hours per week
- UToledo is expected to schedule at a minimum 1 two-hour class or 2 hours out of the 35 available per week, with the value calculation at:
 - 44 weeks per academic year at 2.0 hours of use per week x \$100/hour = \$8,800 per year reasonable value.