



VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 30, 2025

Kent State University
Executive Offices, 2nd Floor Library
P.O. Box 5190
Kent, Ohio 44242

Attention: Associate Vice President, Real Estate

Re: Renewal of Memorandum of Understanding
Ohio Auditor of State
6000 Frank Avenue NW
Canton, Ohio 44720
File No. 8348

Dear Sir or Madam:

The current term of the Memorandum of Understanding ("MOU") expires June 30, 2025. As provided in Article III of the MOU, I, on behalf of the Ohio Department of Administrative Services, hereby exercise the option to renew for an additional term beginning July 1, 2025 and ending June 30, 2026, at an annual rate of \$50,126.40 and at an annual rental rate of \$52,108.80 for the period beginning July 1, 2026 through June 30, 2027, contingent upon the conditions stated in Article VII of the MOU.

All terms and conditions expressed in the original MOU, and any amendments thereto, will remain in effect during this renewal term, and no intent beyond those expressed is implied by the exercise of this option.

If you have any questions, do not hesitate to contact Jacob Bailey, Commercial Real Estate Specialist, at (614) 300-9387.

Sincerely,

Kathleen C. Madden
Director of Administrative Services

cc: Jeannie Reifsnyder
Patrick Kelly
Kent State University at Stark
6000 Frank Avenue
North Canton, Ohio 44720
Attention: Dean's Office
Master File

General Services Division
4200 Surface Road
Columbus, Ohio 43228
614 | 466 5108
DAS.Ohio.gov

STATE OF OHIO LICENSE

This License (hereinafter referred to as "License"), this _____ day of _____, 20____ is made and entered into by and between the State of Ohio acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395 (hereinafter referred to as "State"), for and on behalf of the Kent State University (hereinafter referred to as "Agency"), and Auditor of State (hereinafter referred to as "Licensee"), a State of Ohio agency, having its principal place of business located at 88 East Broad Street, 4th Floor, Columbus, Ohio 43215 pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

WHEREAS, State is the owner in fee simple of the land and building known as Kent State University at Stark located at 6000 Frank Avenue, North Canton, Ohio 44720 as further detailed in Exhibit "A" (hereinafter referred to as the "License Area"), and attached hereto, with further reference to File No. 8348-L on file in the offices of the Ohio Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395; and

WHEREAS, Licensee desires to obtain from State the within License in order to permit the use of a campus network conduit, and installation of directional signage upon existing campus signs and installation of door vinyl signage on the entrance of the conference center, (the "Licensed Activities") within the Licensed Area; and

WHEREAS, State is responsible, pursuant to Section 123.01(A)(7) and (8) of the Ohio Revised Code, for exercising general custodial care over all real property of State, and has determined that State owns the Property, and that said Property is under the administrative jurisdiction and control of Jurisdictional Agency; and

WHEREAS, Agency and Licensee have jointly requested State to draft this License regarding use of the Property by Licensee.

NOW, THEREFORE, in exchange and in consideration of the mutual benefits of the work described below and terms and conditions contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, the parties hereto agree as follows:

I. USE OF PREMISES.

State does hereby grant a non-exclusive, revocable License unto Licensee to be used solely for the Licensed Activities in, on, over, under, across, through and upon the License Area. On or before the Expiration Date (as defined below) or earlier if this License is terminated pursuant to the provisions hereof, Licensee shall at its own cost and expense, remove, or cause the removal of, all component parts of the Licensed Activities and restore the License Area to its original condition unless the parties agree otherwise in writing.

- (A) State also grants a License to Licensee to enter and exit over and across any lands of State as described in Exhibit "A" for the purposes listed above, subject to the restrictions set forth in Paragraph IV herein.

- (B) All tools, equipment, and other property taken upon or placed upon the land by Licensee shall remain the property of Licensee and may be removed by Licensee at any time within a reasonable period after the expiration of this license.

II. TERM.

The term of this License shall be for one (1) year, commencing on July 1, 2022 (hereinafter referred to as the "Commencement Date") and expiring on June 30, 2023 (hereinafter referred to as the "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph VII hereof. Unless otherwise terminated pursuant to Paragraph VII, this License shall run concurrent with the memorandum of understanding between Agency and Licensee, DAS File 8348 on file with the State, and shall renew upon all renewal terms of KSU/AUD 8348.

III. CONSIDERATION.

Licensee shall pay to Agency the total sum of One and 00/100 Dollar (\$1.00) in consideration of State's granting the within License. Licensee shall tender such payment payable to the Treasurer, State of Ohio to Agency upon delivery to Licensee of a fully executed counterpart of this License.

IV. CONSTRUCTION/MAINTENANCE.

- (A) Licensed Activities shall be performed in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines. If no such laws, rules, regulations or industry guidelines are applicable to the Licensed Activities, then responsible engineering practices shall be the control.
- (B) If the surface of the ground or structure in the License Area is disturbed at any time, Licensee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements as may be needed to restore the License Area to its former condition or pay State for all damages caused thereto.
- (C) State shall be immediately notified when any activity performed by a party other than Licensee or any unusual condition is encountered in the License Area.
- (D) Licensee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work.
- (E) Agency may restrict access to any restricted area.
- (F) Licensee shall comply with all prevailing wage requirements under Chapter 4115 of the Ohio Revised Code.
- (G) Prior to any such entry, use, or occupancy, Licensee shall notify Agency. Information will be provided concerning the period of use, number of personnel involved, special use equipment and the name of the field contact person during the period. Any security

procedures will be communicated to Licensee, and Licensee shall follow all such security procedures.

VI. LIABILITY.

If any action of Licensee's employees or agents in the exercise of this License results in damage to the real property, Licensee will, in its sole discretion, either repair such damage or make an appropriate settlement with State. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The provisions of this clause are without prejudice to any rights State may have to make a claim under applicable laws for any damages other than provided for herein.

The provision of this Paragraph VI shall survive the expiration or termination of the term of this License.

VII. MECHANIC'S LIENS.

- (A) Nothing contained in this License shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the License Area or the Improvement or any portion thereof.
- (B) Licensee shall not allow any liens or encumbrances to be filed against the License Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Licensee hereunder, or (ii) created by or resulting from any act or status or failure to act by Licensee to which State shall have expressly consented to in writing. If such a lien or encumbrance is placed of record against the License Area, or any portion thereof, Licensee shall, within thirty (30) days after receiving notice thereof, commence in a court of competent jurisdiction an action to remove or discharge same or to bond off such lien or encumbrance.

VII. TERMINATION.

This License may be terminated by Agency upon ninety (90) days' written notice given to the Licensee if the License Area or any portion thereof, if needed by State or Agency for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Licensee shall remove, or cause the removal of all component parts of the License Activities and restore the License Area to its original condition unless the parties agree otherwise in writing. Licensee shall have no claim against State or Agency for the value of any unexpired portion of the term of this License. Upon termination of this License, State shall have the immediate right to re-enter and repossess all or any portion of the License Area.

This License may be terminated by Licensee upon ninety (90) days' written notice given to the State and Agency setting forth the date Licensee intends to terminate. Upon either the voluntary termination of this License, or the end of the term hereof, Licensee shall remove all component parts of the License Activities and restore the License Area to its original condition unless the parties agree otherwise in writing. Licensee's obligations hereunder shall continue until such time

as the component parts of the License Activities are fully removed and the License Area has been fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Licensee, or in the License. Failure to remove the component parts of the License Activities shall not be considered an extension of the term of the License. No portion of any consideration paid pursuant to the terms of the License will be refunded to Licensee.

VIII. ASSIGNMENT.

This License may not be assigned or transferred, in whole or in part, by Licensee without the prior written consent of the Director of Administrative Services, which consent may be withheld for any reason. Should consent to any such assignment be granted, such assignment or transfer shall not relieve Licensee of its obligations and duties under the terms, covenants and conditions of this License, and any assignee shall expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Licensee hereunder.

Should State transfer title to the Licensed Area to any other party, this License shall transfer to any subsequent property owner.

IX. DEFAULT.

- (A) State may find Licensee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Licensee's failure to make any payment required to be paid by Licensee when the same shall become due and payable or (ii) Licensee's failure to perform or observe any other covenant, term, or condition herein contained on Licensee's part to be performed or observed.
- (B) If the State finds Licensee to be in default under Paragraph IX (A), Licensee must cure such default within fifteen (15) days after the giving of notice to Licensee by State of such failure. If Licensee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Licensee stating the reason that such default cannot be cured within fifteen (15) days and stating that Licensee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.
- (C) If Licensee fails to cure such default, then State may give to Licensee, at its option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Licensee shall thereupon expire and terminate, and Licensee shall remove or cause the removal of any improvements and restore the License Area to its original condition at its own cost and expense, if State so requests.
- (D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the License Area.

- (E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph IX, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Licensee shall pay to Agency all sums required to be paid by Licensee up to the time of such termination.
- (F) Licensee hereby acknowledges that security is of paramount importance, and any breach is a default hereunder. If Licensee shall fail to follow security rules and regulations as set forth in Paragraph IV, State may take any steps necessary to immediately cause Licensee or its contractors to cease any activity which violates or breaches a security procedure or rule. Immediately thereafter, State shall notify Licensee of the violation or breach and State and Licensee shall agree upon an adequate cure of the violation or breach satisfactory to both parties.

X. EQUAL EMPLOYMENT OPPORTUNITY.

Licensee agrees that during the term of this License that no employee or applicant for employment by Licensee will be unlawfully discriminated against because of race, color, religion, sex, age, sexual orientation, physical or mental disability, reprisal or national origin. Licensee will ensure that its employees are treated during such employment, without regard to their race, color, religion, sex, age, sexual orientation, physical or mental disability, reprisal or national origin. Licensee shall comply with the provisions of any applicable affirmative action laws, rules or regulations adopted or promulgated by State.

XI. RIGHTS CUMULATIVE.

All rights and remedies of State enumerated in this License shall be cumulative and, except as specifically contemplated otherwise by this License, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this License.

XII. WAIVER.

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant or condition of this License.

XIII. NOTICES, DEMANDS OR INSTRUMENTS.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this License shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. registered or certified mail, return receipt requested, postage prepaid,

- (a) with respect to State, addressed to:

Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

- (b) with respect to Agency, addressed to:

Kent State University
310 Harbourt Hall, P.O. Box 5190
Kent, Ohio 44242
Attention: Associate Vice President, Real Estate

and,

- (c) with respect to Licensee, addressed to:

Auditor of State
88 East Broad Street, 4th Floor
Columbus, Ohio 43215
Attention: Facilities

Each party shall have the right from time-to-time to specify as its address for purposes of this License any other address in the United States of America upon giving of fifteen (15) days' notice thereof, similarly given, to the other party.

XIV. MODIFICATIONS.

This License may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Licensee.

XV. GOVERNING LAW.

This License shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this License shall be brought in a court of competent jurisdiction located in Franklin County, Ohio.

XVI. HEADINGS.

The headings to the various Paragraphs and exhibits to this License have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this License.

XVI. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

Licensee hereby certifies that neither Licensee nor any of Licensee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code. Licensee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws, and will take no action inconsistent with those laws.

Intentionally Left Blank

The terms of the within License are accepted and agreed to by the Kent State University.

By: _____
Mark M. Polatajko
Senior Vice President, Finance and Administration

Date: _____

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

STATE
The State of Ohio

By: _____
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of __, 2022, before me personally appeared _____ who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

Notary Public, State of Ohio
My Commission Expires: _____

LICENSEE
Ohio Auditor of State

By: _____
Sloan Spalding
Chief of Staff, Auditor Keith Faber

ACKNOWLEDGMENT

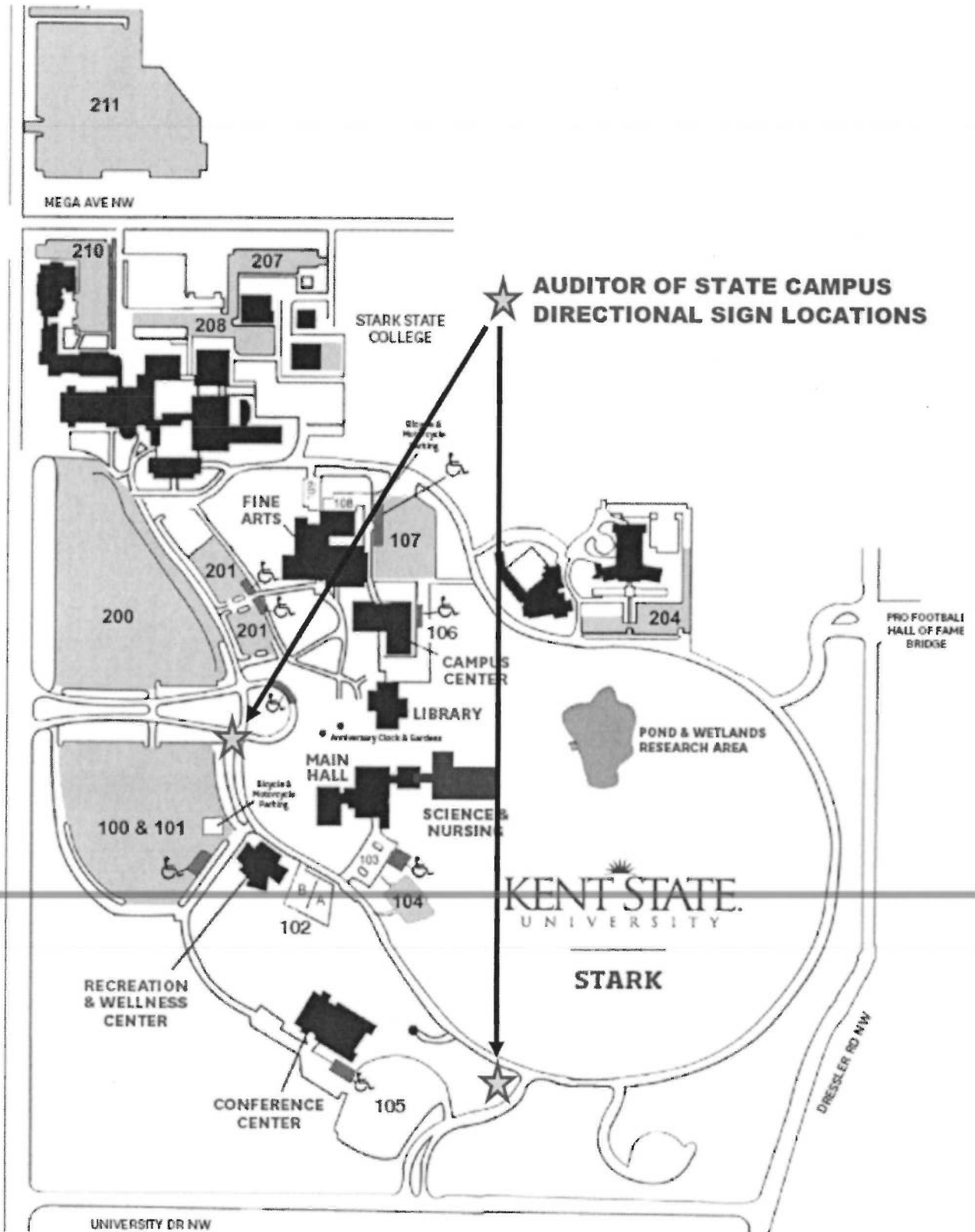
State of Ohio, Franklin County, ss:

On this _____ day of _____, 2022 before me personally appeared Sloan Spalding, Chief of Staff of Auditor of State Keith Faber, who acknowledged that he executed the foregoing State of Ohio license for and on behalf of the Ohio Auditor of State and that the same is his and the Licensee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of the Ohio Auditor of State.

Notary Public, State of Ohio
My Commission Expires _____

This State of Ohio License prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road, Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

Exhibit "A"
Licensed Area





Department of
Administrative Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

January 12, 2021

Ohio Auditor of State
88 East Broad Street, 4th Floor
Columbus, Ohio 43215

Attention: Raymond Dandera

Re: Executed Memorandum of Understanding
Ohio Auditor of State/Kent State University
Stark Conference Center, Suite 154
6000 Frank Avenue
North Canton, Ohio 44720
File No. 8348

Dear Mr. Dandera:

Enclosed is an executed original Memorandum of Understanding (MOU) between the Ohio Auditor of State and Kent State University for the above referenced property.

If you have any questions, do not hesitate to contact me at 614-387-6049.

Sincerely,

Molly Heilman
Office Assistant
Office of Real Estate and Planning
614-387-6049 direct
Molly.Heilman@das.ohio.gov

Enclosures

cc: Master File

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made by and between the Department of Administrative Services ("DAS"), Kent State University (the "Jurisdictional Agency"), whose address is 310 Harbourn Hall, Kent, Ohio 44242, and the Ohio Auditor of State (the "Using Agency"), whose address is 88 East Broad Street, 4th Floor, Columbus, Ohio 43215.

WHEREAS, State of Ohio ("State") owns certain real property (the "Property") described in Article I herein, which real property is under the jurisdiction of the Jurisdictional Agency; and

WHEREAS, Using Agency desires to occupy the Property in a manner consistent with Using Agency's statutory purpose, and all parties hereto have determined that the use of the Property by Using Agency will not materially injure or interfere with the use and maintenance of adjacent State land; and

WHEREAS, DAS is responsible, pursuant to Section 123.01(A)(7) and (8) of the Ohio Revised Code, for exercising general custodial care over all real property of State, has determined that State owns the Property, and that said Property is under the administrative jurisdiction and control of Jurisdictional Agency; and

WHEREAS, Jurisdictional Agency and Using Agency have jointly requested DAS to draft this MOU regarding occupancy of the Property by Using Agency.

NOW THEREFORE, the parties hereto agree as follows:

I. PROPERTY. Kent State University at Stark, 6000 Frank Avenue, North Canton, Ohio 44720

This MOU shall be effective as to the Property described as follows:

Approximately 4,720 square feet of office space including common area lobbies, corridors, and restrooms located in the Kent State University Stark Conference Center, Suite 154 (the "Premises"), and more fully depicted on the attached Exhibit "A" and limited use of an existing 4" fiber optic conduit for the Using Agency to run fiber optic line from the main campus demark to the conference center Premises. Use of the fiber optic conduit further defined and governed by a separate license agreement, DAS file #8348-L which shall run concurrently with this MOU.

II. TERM.

The initial term for this MOU shall be for a period of six (6) months, commencing January 1, 2021, and expiring on June 30, 2021, unless otherwise terminated in accordance with the termination provisions contained in this MOU or by joint agreement of the parties.

III. RENEWAL TERM.

If Using Agency has complied with all the terms and conditions of this MOU, Using Agency shall be entitled to four (4) successive renewals, each renewal for a term of two (2) years upon the same terms and conditions as set forth herein. Upon approval from the Jurisdictional Agency, such

renewal may be exercised by the Department of Administrative Services by mailing written notice to the Jurisdictional Agency at least sixty (60) days prior to the expiration of the original term or respective renewal.

<u>Renewal Term</u>	<u>Annual Rent</u>	<u>Quarterly Rent</u>	<u>Square Foot Rate</u>
7/1/21 to 6/30/22	42,857.60	10,714.40	9.08
7/1/22 to 6/30/23	44,556.80	11,139.20	9.44
7/1/23 to 6/30/24	\$46,350.40	\$11,587.60	\$9.82
7/1/24 to 6/30/25	\$48,191.20	\$12,047.80	\$10.21
7/1/25 to 6/30/26	\$50,126.40	\$12,531.60	\$10.62
7/1/26 to 6/30/27	\$52,108.80	\$13,027.20	\$11.04
7/1/27 to 6/30/28	To Be Determined		
7/1/28 to 6/30/29	To Be Determined		

IV. USE.

Using Agency agrees not to use or permit the Property to be used for any purpose inconsistent with any local, state or federal laws or regulations. Using Agency may not construct or modify any structures and/or make any improvements to the Property.

Using Agency shall maintain the Property in a responsible manner, keeping it clean, sanitary and free from any debris, and Using Agency shall not deposit any debris on the adjacent State lands or Jurisdictional Agency's facilities nor do anything that would interfere with the maintenance of any part of the adjacent State lands or Jurisdictional Agency's facilities.

V. CONSIDERATION.

Using Agency agrees to pay Jurisdictional Agency for the initial term annual base rent of Twenty-one Thousand Four Hundred Twenty-Eight and 80/100 Dollars (\$21,428.80) or \$9.08 per square foot for use of the Property which sum shall be payable in equal quarterly installments of Ten Thousand Seven Hundred Fourteen and 40/100 Dollars (\$10,714.40) paid on or before the 15th day of the second month of each calendar quarter (February 15, 2021 and May 15, 2021 respectively), at Jurisdictional Agency's office located at 6000 Frank Avenue, North Canton, Ohio 44720 Attn: Dean's Office, or such other place as may, from time-to-time, be designated by Jurisdictional Agency. Annual base rent schedule for the use of the Property during the renewal term(s) set forth below. Annual rent for the renewal term(s) shall be payable in equal quarterly installments on or before the 15th day of the second month of each calendar quarter at the address provided above.

<u>Renewal Term</u>	<u>Annual Rent</u>	<u>Quarterly Rent</u>	<u>Square Foot Rate</u>
7/1/21 to 6/30/22	\$42,857.60	\$10,714.40	\$9.08
7/1/22 to 6/30/23	\$44,556.80	\$11,139.20	\$9.44
7/1/23 to 6/30/24	\$46,350.40	\$11,587.60	\$9.82
7/1/24 to 6/30/25	\$48,191.20	\$12,047.80	\$10.21
7/1/25 to 6/30/26	\$50,126.40	\$12,531.60	\$10.62
7/1/26 to 6/30/27	\$52,108.80	\$13,027.20	\$11.04
7/1/27 to 6/30/28	To Be Determined		

7/1/28 to 6/30/29 To Be Determined

VI. JURISDICTIONAL AGENCY'S DUTIES/SERVICES.

Jurisdictional Agency shall, at its expense, perform/provide the following duties/services, subject to the provisions contained in Articles IV and VII:

- i) Maintain in a good state of repair or working order the Property and any buildings thereon, including, but not limited to, exterior walls, roof, structural portions of the floors, windows and sashes, entrance doors, fire escapes, sprinkler systems and controls, heating, venting and air conditioning systems, inside stairways and elevators, and electrical and plumbing facilities, so that Using Agency may conduct its business therein at all times.
- ii) Provide all facilities necessary for installation and usage of telephone service in the Property, where such facilities are not provided by the telephone company.
- iii) Provide and maintain landscaping and landscape services for all unpaved surfaces around any building.
- iv) Provide timely removal of snow and ice from sidewalks and parking areas adjacent to any building, and also provide adequate trash removal on a weekly basis.
- v) Pay its portion of all utilities, maintenance and repairs, including telephone, incurred by or on behalf of Jurisdictional Agency, effective as to the Property and adjacent State land under its control.
- vi) Provide appropriate in-suite janitorial services.

VII. USING AGENCY'S DUTIES.

Using Agency shall provide and/or comply with the following, subject to the provisions contained in Article VII:

- i) Comply with any applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state or municipal governments relating to Using Agency's use and occupancy of the Property.
- ii) Pay its portion of all utilities, maintenance and repairs, including telephone, incurred by or on behalf of Jurisdictional Agency, effective as to the Property under its control.
- iii) Timely make any and all payments, or perform any and all duties which are agreed to herein in Articles IV and VII.
- iv) Furnish and install door/window signage to comply with Jurisdictional Agency's signage guidelines and design criteria.
- v) Using Agency shall strictly comply with all of Jurisdictional Agency's COVID-19 safety policies and procedures as published on the Jurisdictional Agency's website (Kent.edu) as

they may be modified during the initial term and renewal term(s) (“COVID-19 Procedures”), Any deviation from the COVID-19 procedures shall require the written approval of the Dean and Chief Administrative Officer of KSU Stark, or the Dean’s designee. Using Agency shall submit any such request to deviate from the COVID-19 Procedures to the Dean in writing.

VIII. TERMS AND CONDITIONS.

Using agency may have access for use of additional rooms outside of Suite 154 including training rooms, tiered training room, dining room, and great hall under a separate use agreement. Scheduling of additional rooms shall be scheduled with Kent State University at the current internal-agency price.

Jurisdictional Agency shall provide keys and building access at all time reasonable to permit Using Agency to conduct its business at all time reasonable.

IX. USE OF COMMON AREAS.

Jurisdictional Agency and Using Agency, their agents, servants, employees and business invitees during the term of this MOU, shall have a non-exclusive right to use all parking, driveway, walking areas, lobbies, hallways and stairways (the "Common Areas") which may from time-to-time be part of or pertinent to the Property, together with rights of ingress and egress to and from any building which is the subject of this MOU, together with and subject to, any other agreements between the parties to this MOU.

Jurisdictional Agency reserves the right to make changes, additions, alterations or improvements in and to the Common Areas and in the access drives from public thoroughfares or from adjoining land as may be required or desirable, so long as they do not materially affect the access to the Property for Using Agency.

X. QUIET ENJOYMENT.

Jurisdictional Agency covenants that if, and so long as, Using Agency performs the covenants hereof, Using Agency may peaceably have, hold, and enjoy the Property, during the term, without any hindrance by the Jurisdictional Agency.

XI. TERMINATION.

Either party shall have the right to terminate this MOU upon one hundred eighty days (180) days’ written notice given to the other party, which notice shall be given in accordance with Article XIV herein. Using Agency shall remove all personal property and movable fixtures placed on the Property on or before the termination date.

XII. EXPIRATION OF TERM.

At the expiration of the term of this MOU, Using Agency shall return the Property to Jurisdictional Agency in good condition, reasonable wear and tear excepted, and shall remove all of its personal property and improvements and alterations not authorized by Jurisdictional Agency at the expense

of Using Agency.

XIII. REPRESENTATIVES/AGENTS.

Where this MOU refers to either Jurisdictional Agency or Using Agency, those terms shall include Director, agents, employees, or authorized representatives of each party.

XIV. NOTICES.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this MOU or otherwise affecting the terms of this MOU, shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. mail as follows:

(a) As to all notices:

Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

(b) As to notices to Jurisdictional Agency, to:

Kent State University
Executive Offices, 2nd Floor Library
P.O. Box 5190
Kent, Ohio 44242-0001
Attention: Associate Vice President, Real Estate

With an additional copy to:

Kent State University at Stark
6000 Frank Avenue
North Canton, Ohio 44720
Attention: Dean's office

(c) As to notices to Using Agency, to:

Ohio Auditor of State
88 East Broad Street, 4th Floor
Columbus, Ohio 43215
Attention: Facilities Management

Jurisdictional Agency, Using Agency and/or DAS each have the right from time-to-time to specify as its address for purposes of this MOU any other address upon giving of fifteen (15) days' written notice thereof to the other parties.

XV. HEADINGS.

The headings to the various articles to this MOU have been inserted for reference only and shall not, to any extent, have the effect of modifying, amending or changing the expressed terms, provisions and conditions of this MOU.

XVI. ENTIRE MOU.


This MOU constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this MOU shall not be valid unless made in writing, and signed by all parties to this MOU.

XVII. FORCE MAJEURE.

Jurisdictional Agency shall not be required to perform any duties/services under this MOU so long as such performance is delayed or prevented by an act of God, epidemic, government order, Centers for Disease Control guidance, strikes, lockouts, material or other labor restrictions by any government authorities, civil riot, floods, or any other cause not reasonably within the control of Jurisdictional Agency and of which by exercise of due diligence Jurisdictional Agency is unable wholly or in part to prevent or overcome.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date written below.

STATE OF OHIO

By: 
Director of Administrative Services
or Signatory Designee Statutory Agent

1/8/2021
Date

As to Jurisdictional Agency:
Kent State University

By: 
Mark M. Polatajko
Senior Vice President, Finance and Administration

12/3/2020
Date

Douglas Kubinski
Approved as to
Legal Form and
Sufficiency for
Kent State
University 2020.12.01
14:54:28 -05'00

As to Using Agency:
Ohio Auditor of State

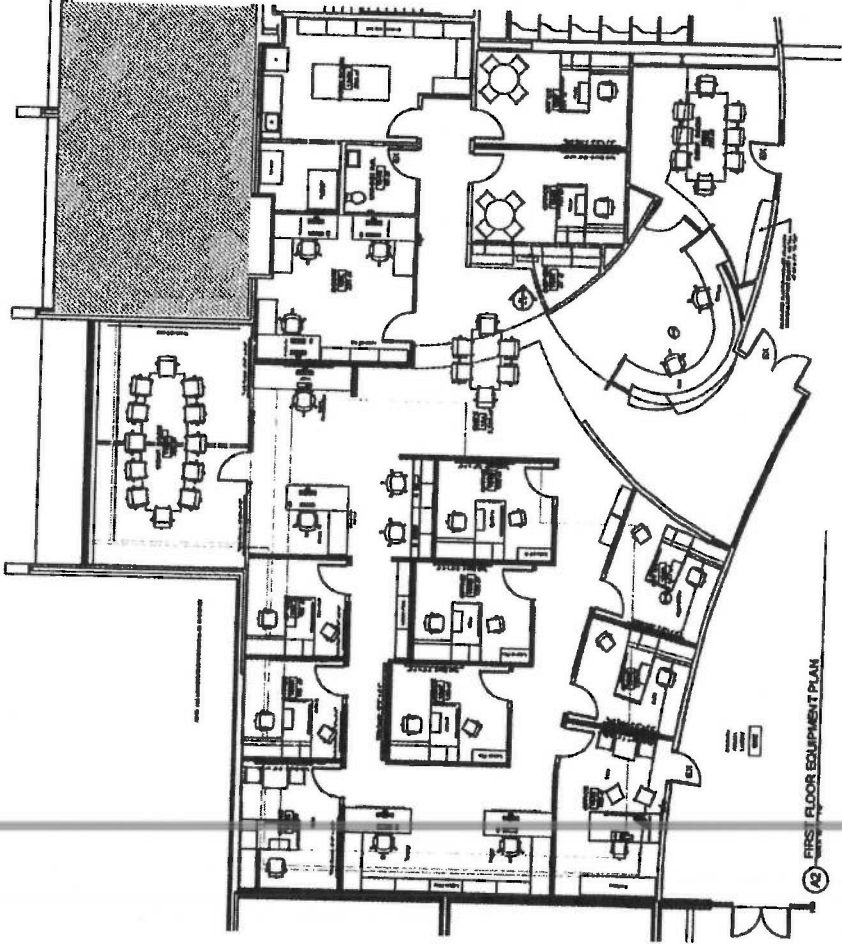
By: 
Sloan Spalding
Chief of Staff, Auditor Keith Faber

12/3/2020
Date

This Memorandum of Understanding prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

EXHIBIT "A"

FLOOR PLAN





Department of Administrative Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Kathleen C. Madden, Director



VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

July 30, 2021

Kent State University
Executive Offices, 2nd Floor Library
Kent, Ohio 44242-0001

Attention: Constance Hawke

Re: Waiver of Notice Period and Renewal of Memorandum of Understanding
Auditor, State of Ohio
Stark Conference Center, Suite 154
6000 Frank Avenue
North Canton, Ohio 44720
File No. 8348

Dear Ms. Hawke:

The current term of this Memorandum of Understanding expired June 30, 2021. As provided in Article III of the MOU, I, on behalf of the State of Ohio, Department of Administrative Services, hereby exercise the option to renew for an additional term beginning July 1, 2021, and ending June 30, 2022, at an annual rental rate of \$42,857.60, and July 1, 2022, and ending June 30, 2023, at an annual rental rate of \$44,556.80.

All terms and conditions expressed in the original MOU, and any amendments thereto, will remain in effect during this renewal term, and no intent beyond those expressed is implied by the exercise of this option.

The deadline for exercising the renewal option of this MOU has passed and it is requested that you waive the sixty (60) day notice. Please indicate your approval of this waiver by signing where indicated below and return to our office.

Thank you for your continued relationship with the State of Ohio. If you have any questions, do not hesitate to contact Jeffrey Ball, Real Estate Specialist, at (614) 466-2418.

Sincerely,

Kathleen C. Madden
Director of Administrative Services

cc: Auditor of State
Ray Dandera
Master File

I hereby agree to and accept the conditional terms stated above.

Approved By:

Title:

SUP. FIN. ADMIN

Date:

7/30/2021

General Services Division
4200 Surface Road
Columbus, Ohio 43228

614-466-4459
das.ohio.gov

The State of Ohio is an equal opportunity employer.



August 3, 2021

Debra Kuehn, Real Estate Specialist Supervisor
Ohio Department of Administrative Services
Office of Real Estate and Planning
4200 Surface Rd
Columbus, OH 43228-1395

**RE: DAS File No. 8348 Ohio Auditor of State/Kent State University
Memorandum of Understanding, Stark Campus**

Dear Ms. Kuehn:

Enclosed is the original Waiver of Notice Period and Renewal of Memorandum of Understanding letter executed by Kent State regarding the Ohio Auditor of State space at the Stark Campus. If you have any questions, please do not hesitate to contact Dr. Constance Hawke at (330) 672-2359. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Elaine Ramhoff".

Elaine Ramhoff
Special Assistant

Enclosure (1)



Compliance and Risk Management

310 Harbourt Hall • P.O. Box 5190 • Kent, Ohio 44242-0001
330-672-1949 • Fax: 330-672-3662 • <http://www.kent.edu>



Department of Administrative Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Kathleen C. Madden, Director

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

May 1, 2023

Kent State University
Executive Offices, 2nd Floor Library
P.O. Box 5190
Kent, Ohio 44242-0001

Attention: Mark M. Polatajko

Re: Renewal of Memorandum of Understanding
Ohio Auditor of State
6000 Frank Avenue
North Canton, Ohio 44720
File No. 8348

Dear Mr. Polatajko:

The current term of the Memorandum of Understanding ("MOU") expires June 30, 2023. As provided in Article III of the MOU, I, on behalf of the Ohio Department of Administrative Services, hereby exercise the option to renew for an additional term beginning July 1, 2023 and ending June 30, 2024, at an annual rate of \$46,350.40, and July 1, 2024 and ending June 30, 2025, at an annual rate of \$48,191.20.

All terms and conditions expressed in the original MOU, and any amendments thereto, will remain in effect during this renewal term, and no intent beyond those expressed is implied by the exercise of this option.

If you have any questions, do not hesitate to contact Jeff Ball, Commercial Real Estate Specialist, at (614) 466-2418.

Sincerely,

[Handwritten signature of Kathleen C. Madden]

Kathleen C. Madden
Director of Administrative Services

cc: Constance Hawke
Patrick Kelly Jr.
Kent State University at Stark
6000 Frank Avenue
North Canton, Ohio 44720
Attention: Dean's Office
Master File

U.S. Postal Service CERTIFIED MAIL RECEIPT
Domestic Mail Only
OFFICIAL USE
Certified Mail Fee
Extra Services & Fees
Postage: Kent State University
Total: \$
Sent: P.O. Box 5190
Street: Kent, Ohio 44242-0001
City: Attention: Mark M. Polatajko

Handwritten notes: KSW/AMK, 8348 JTB, Postmark Here 5-01

Vertical tracking number: 7018 2290 0001 8263 6724

SENDER: COMPLETE THIS SECTION
COMPLETE THIS SECTION ON DELIVERY
A. Signature [Signature]
B. Received by (Printed Name) Anthony Filbrister
C. Date of Delivery 5/3/23
D. Is delivery address different from item 1? No
3. Service Type: Certified Mail



9590 9402 4423 8248 8290 35

Article Number (Transfer from previous label) 7018 2290 0001 8263 6724

General Services Division
4200 Surface Road
Columbus, Ohio 43221

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt