



VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 30, 2025

Ohio University
Office of Real Estate
1 Ohio University
Athens, Ohio 45701

Attention: James Kaufman, Director of Real Estate

Re: Renewal of Memorandum of Understanding
Auditor of State
22 Pohlman Road
Chillicothe, Ohio 45601
File No. 8433

Dear Mr. Kaufman:

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, 2027, at an annual rate of \$11,400.00, contingent upon the conditions stated in Article VIII 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 Jesse Burns, Commercial Real Estate Specialist, at (614) 466-7321.

Sincerely,

Kathleen C. Madden
Director of Administrative Services

cc: Patrick Kelly
Master File



Department of
Administrative Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

May 6, 2021

Ohio University
Office of Real Estate
1 Ohio University
Athens, Ohio 45701

Attention: Dominick Brook

Re: Transmittal of Executed Memorandum of Understanding
Ohio Auditor of State
22 Pohlman Road
Chillicothe, Ohio 45601
File No. 8433

Dear Mr. Brook:

Enclosed is an executed Memorandum of Understanding for the use of the tenant agency referenced above

If you have any questions, do not hesitate to contact me at (614) 373-8119.

Sincerely,

J.W. Kline
Real Estate Specialist
Office of Real Estate and Planning
614-914-4304 direct
614-373-8119 mobile
John.Kline@das.ohio.gov

Enclosures

cc: Auditor of State
Ray Dandera
Master File

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made by and between the Department of Administrative Services ("DAS"), the Ohio University (the "Jurisdictional Agency"), whose address is 1 Ohio University, Athens, Ohio 45701, and the Auditor of State (the "Using Agency"), whose address is 88 East Broad Street, 4th Floor, Columbus, Ohio 43215.

WHEREAS, the President and Board of Trustees of Ohio University own 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. 22 Pohlman Road, Chillicothe, Ohio 45601

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

Pursuant to the terms set forth herein, the Jurisdictional Agency agrees to allow the Using Agency to occupy Rooms 133, 139 and 141 totaling 950 square feet, including the use of common area lobbies, corridors, and restrooms located in the Ohio University Chillicothe Campus Technology and Business Development Center.

II. TERM.

This MOU shall be for a period of one (1) month, commencing June 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 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 6/30/23	\$11,400.00	\$2,850.00	\$12.00
7/1/23 to 6/30/25	\$11,400.00	\$2,850.00	\$12.00
7/1/25 to 6/30/27	To Be Negotiated		
7/1/27 to 6/30/29	To Be Negotiated		

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 construct, upon written agreement with Jurisdictional Agency and DAS, which agreement shall not be unreasonably withheld, any structures and/or other improvements Using Agency considers appropriate to carry out the purpose set forth herein. Any structures or other improvements placed on the Property by Using Agency during the term of this MOU shall be constructed or made at the expense of Using Agency, unless otherwise agreed to in writing by the parties.

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 nor do anything that would interfere with the maintenance of any part of the MOU Area.

V. CONSIDERATION.

Using Agency agrees to pay Jurisdictional Agency an annual base rent of Eleven Thousand Four Hundred and 00/100 Dollars (\$11,400.00) or \$12.00 per square foot for the use of the Property which sum shall be payable in equal monthly installments of Nine Hundred Fifty and 00/100 Dollars (\$950.00) paid on or before the 1st day of each month by EFT or at the Jurisdictional Agency's office located at Office of Real Estate, 1 Ohio University, Athens, Ohio 45701, or such other place as may, from time-to-time, be designated by Jurisdictional Agency.

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.
- ii) Provide and maintain landscaping and landscape services for all unpaved surfaces around

any building.

- iii) Allow the use of furniture currently located in Rooms 133, 139 and 141 and remove all furniture not required by the Using Agency
- iv) Provide timely removal of snow and ice from sidewalks and parking areas adjacent to any building, a reduction in snow removal service may be experienced during the winter break closure week between Christmas and New Year, and also provide adequate trash removal on a weekly basis.
- v) Pay its portion of all utilities, maintenance and repairs, incurred by or on behalf of Jurisdictional Agency, effective as to the Property and adjacent State land under its control.

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) Provide its own internet and telephone service. Using Agency shall also bear the cost of any improvements or modifications necessary to facilitate the internet and telephone service. Routing and installation of any new lines must be coordinated with Jurisdictional Agency.
- iii) May provide signage at its own cost but must conform with University signage guidelines and receive advance approval from Jurisdictional Agency
- iv) Timely make any and all payments, or perform any and all duties which are agreed to herein in Articles IV and VII.

VIII. TERMS AND CONDITIONS.

Using agency may have access to the conference room outside of the office space for up to 20 hours per month when available. Scheduling of the conference room shall be coordinated with the Manager of Maintenance and Operations Use of the Conference Room beyond 20 hours per month will be charged to the Using Agency at the typical hourly rate for the Conference Room.

Jurisdictional Agency shall provide keys or keycards and building access to permit Using Agency to conduct its business during business hours and other times when permitted.

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 thirty (30) days' written notice given to the other party, which notice shall be given in accordance with Article XIII 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 or upon Termination under Section XI, 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:

Ohio University
Office of Real Estate
1 Ohio University
Athens, Ohio 45701
Attention: Dominick Brook, Director of Real Estate

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

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

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.

Intentionally Left Blank

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: Matthew W. Rattley 5/5/2021
Director of Administrative Services Date
or Signatory Designee Statutory Agent

As to Jurisdictional Agency:
Ohio University

By: Dominick Brook 5/3/2021
Dominick Brook Date
Director of Real Estate

As to Using Agency:
Ohio Auditor of State

By: Sloan Spalding 28 APR 2021
Sloan Spalding Date
Chief of Staff, Auditor Keith Faber

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

MOU Area

