



DIRECTIVE 2021-025

September 2, 2021

RE: JOINT USE AGREEMENT BETWEEN BOWLING GREEN STATE UNIVERSITY AND CITY OF PIQUA

Bowling Green State University has been granted appropriations contained in Senate Bill 310 of 133rd General Assembly in the amount of four hundred thousand dollars. Bowling Green State University will use the funds to improve the facility owned by City of Piqua. As required by Ohio Administrative Code section 3333-1-03, Bowling Green State University submitted a Joint Use Agreement for consideration and approval by the Chancellor.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than twenty 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 Department's website for the purpose 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 Bowling Green State University and City of Piqua.

This directive will take effect immediately.


Randy Gardner
Chancellor

JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is entered into by and between Bowling Green State University ("BGSU"), an instrumentality of the State of Ohio created under Chapter 3341 of the Ohio Revised Code, whose address is 230 McFall Center, Bowling Green, Ohio 43403; and the City of Piqua ("Piqua"), a body politic and corporate of the State of Ohio, whose address is 201 W. Water Street, Piqua, Ohio 45356.

WHEREAS, BGSU operates the BGSU State Fire School, which holds Charter 369 through the Ohio Department of Public Safety and offers classes led by experienced and professional teams of instructors in subjects such as technical rope rescue, auto extrication, industrial brigade, structural collapse and advanced fire-fighting;

WHEREAS, Piqua owns and operates the Piqua Public Safety Regional Training Center ("PPSRTC"), an emergency response training center located at the former Piqua Water Works that supports fire testing by private companies and training of firefighters and BGSU State Fire School students;

WHEREAS, Piqua proposes to expand the PPSRTC (the "PPSRTC Expansion") to meet demand by constructing a new burn building and building or upgrading a concrete testing pad;

WHEREAS, in December 2020 the Ohio General Assembly enacted SB 310, an act that made capital appropriations for fiscal years 2021-22 (the "Act");

WHEREAS, in Section 207.03, Line Item C24070 of the Act, BGSU was appropriated \$400,000.00 to be released to Piqua to fund capital expenses of the PPSRTC Expansion (the "Funds");

WHEREAS, Ohio Administrative Code § 3333-1-03(E) requires a public institution to submit to the Chancellor of the Ohio Department of Higher Education a joint use agreement that contains the requirements in (E)(1)-(11) for review and approval; and

WHEREAS, BGSU has demonstrated that the value of the use of the facility or equipment is reasonably related to the amount of appropriation through the worksheet included in this Agreement as Attachment A.

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

1. **Facility or equipment owned, to be built or purchased by nonprofit or public body.** The PPSRTC Expansion will be owned by Piqua and located on land owned by Piqua at 9300 State Route 66. The facilities and equipment will include a new burn building and a new or upgraded concrete testing pad.
2. **Use of the facility or equipment by public institution.** Piqua agrees to provide use of the PPSRTC Expansion to the faculty, staff, and students of the BGSU State Fire School for educational opportunities as reflected in the Joint Use Agreement Worksheet, attached hereto as Attachment A, and the Memorandum of Understanding, attached hereto as Attachment B, and hereby incorporated. BGSU's right to use the PPSRTC Expansion will commence when the

PPSRTC Expansion is fully ready for BGSU's use as described in Attachment A and will expire on the 20th annual anniversary of that date.

3. **Reimbursement of funds.** The State of Ohio shall be reimbursed by Piqua if BGSU's right to use the PPSRTC Expansion is terminated by Piqua before the expiration of the 20-year term. The State shall be reimbursed the amount calculated by dividing \$400,000.00 by 20 and multiplying that sum by 20 less the number of full years the PPSRTC Expansion is used by BGSU.
4. **Use of funds.** Funds will only be used for capital improvements as defined in the Act. No operating costs of any kind will be funded through this Agreement.
5. **Insurance for facility and hold harmless.** Piqua will cause the PPSRTC Expansion to be fully insured at market replacement value from and against hazards including, but not limited to, fire and such other forms of property damage as Piqua may reasonably determine to be appropriate. To the extent allowed by Ohio law, Piqua shall hold the State of Ohio and BGSU and its officers, trustees, employees, and students harmless from any and all costs, obligations, expenses, liabilities or claims of any kind whatsoever arising out of (1) the construction, operation, and maintenance of the PPSRTC Expansion, and (2) any alleged action or omission by Piqua and its officers, directors or employees, including but not limited to Piqua'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.
6. **Compliance with federal, state, and local law.** Piqua will comply with all pertinent federal, state, and local laws as well as state administrative regulations applicable to the use of the funds hereunder and to the operation of the capital improvement.
7. **Competitive bidding.** Piqua will follow competitive bidding procedures (which may include the design-build process) in connection with the PPSRTC Expansion. Those procedures will include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.
8. **Appropriation Administrative Fee.** BGSU shall receive administrative costs in the amount of \$6,000.00, a sum equal to 1.5% of the total amount of Funds.
9. **Amendments.** Any amendments made to this Agreement shall be in writing, signed by Piqua and BGSU, and shall be submitted to the Chancellor and require approval by the Ohio Department of Higher Education before taking effect.
10. **Payment and distribution of funds.** Upon execution of the Agreement, BGSU shall submit to the Controlling Board a formal request for the release of the Funds. After the release of the Funds, Piqua shall submit to BGSU requests for payments of amounts along with documentation of contractor invoices or purchase orders related to obligations incurred by Piqua for permitted uses of the Funds as described herein. BGSU will disburse funds to Piqua or its designee pursuant to properly documented requests for payment consisting of: (a) a sequentially numbered request for payment; (b) the amount requested and the cumulative amount requested and paid to date; (c) the estimated percent completion of the PPSRTC Expansion; and (d) copies of original source documentation of the costs incurred for which a disbursement of a portion of

the Funds is requested.

11. **Terms and conditions of use.** The PPSRTC Expansion shall be used by faculty, staff, and students of the BGSU State Fire School as reflected in Attachments A and B.

12. **Governing law.** This Agreement shall be interpreted, controlled, and enforced in accordance with the laws of Ohio.

IN WITNESS WHEREOF, the parties, intending to be legally bound thereby, have executed this Joint Use Agreement on the date indicated below under their respective signatures.

CITY OF PIQUA

By: 

Its: City Manager

Date: 7/27/2021

BOWLING GREEN STATE UNIVERSITY

By: 
Sherideen S. Stoll, CFO

Its: Vice President for Finance-Administration

Date: 7/27/21

APPROVED AS TO LEGAL FORM



OFFICE OF GENERAL COUNSEL

Joint Use Agreement Worksheet – Attachment A

Project: Piqua Public Safety Regional Center

Date: April 14, 2021

Section I: State appropriation information.

- 1. Amount of state appropriation provided: \$400,000.00
- 2. Estimated annual debt service on the appropriation: \$30,751.00
- 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>Creates space for conducting research on fire suppression techniques for burning batteries.</i>	\$ 18,000.00	20
b. <i>Creates necessary space for conducting technical rescue classes.</i>	\$ 14,400.00	20
c.	\$	
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 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 Department of Higher Education. Sections II and III are to be filled out by the partner campus.

Joint Use Agreement Worksheet – Attachment A

Piqua Public Safety Regional Training Center (PPSRTC)

ALI C24070

Estimated Value of Use Calculations

a.	Research facility for burning battery fire suppression.	\$600.00/Day Rental @ 30 Days/Year = \$18,000.00
b.	Space for conducting technical rescue class.	\$600.00/Day Rental @ 24 Days/Year = \$14,400.00

- a. The expansion of PPSRTC allows BGSU State Fire School to continue research into fire suppression techniques for the various battery types. The research and testing occurs two (2) to three (3) per month, or thirty (30) days per year on average. Currently this research occurs at Delaware Area Career Center (DACC) or other similar locations, which has a daily rental rate of approximately \$600.00 per day. By relocating the research to PPSRTC, BGSU State Fire School saves an estimated \$18,000.00 per year in rental fees.
- b. The expansion of PPSRTC allows BGSU State Fire School to relocate its Technical Rescue Series from rented facilities such as Troy Fire Department, or Delaware Area Career Center that have a daily rental rate of approximately \$600.00 per day. The Technical Rescue Series is offered twenty-four (24) days per year on average. By relocating the series from a rented facility to PPSRTC, BGSU State Fire School saves an estimated \$14,400.00 per year in rental fees.

ATTACHMENT B TO JOINT USE AGREEMENT



Memorandum of Understanding (MOU)

Between

The City of Piqua & BGSU State Fire School

The purpose of this MOU is to establish terms for use of the Piqua Public Safety Regional Training Center (the "Facility") and, as applicable, equipment owned and maintained by the City of Piqua ("Piqua") by the BGSU State Fire School ("BGSU"). Piqua agrees to provide the Facility and equipment to BGSU under the following conditions:

A. Use for Training

1. BGSU must request use of the Facility by contacting the Piqua Fire Chief at least 90 days in advance of the scheduled training for conducting outreach and technical rescue classes.
2. BGSU may rent the Facility free of charge for up to 24 days/year for conducting outreach and technical rescue classes. After the 24 days have been reached, Piqua will rent the Facility to BGSU for the current educational daily rate.
3. BGSU agrees that during the term of this MOU, Piqua Fire Department personnel can participate in BGSU State Fire School classes that take place at the Facility, with all registration fees for those personnel being waived by BGSU, as long as the instructor to student ratio is met and additional students will not affect the safety and quality of the class.
4. BGSU will supply most of the equipment needed for the classes. If BGSU needs to use specific equipment owned by Piqua such as apparatus or tools, a representative of BGSU must request use of the equipment by contacting the Piqua Fire Chief or training captain at least 30 days before the scheduled training date.
5. Only a state certified instructor will be permitted to drive or operate the apparatus at the Facility.
6. BGSU is responsible for the repair or replacement of any Piqua equipment damaged or lost or stolen due to BGSU negligence.
7. BGSU agrees that all Piqua equipment will be returned clean, in the condition it was provided to BGSU, and restored to its proper location.

ATTACHMENT B TO JOINT USE AGREEMENT

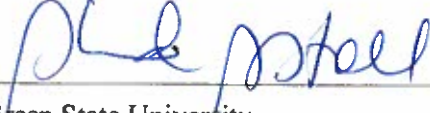
8. Piqua may provide expendables (such as straw and wood) upon request by BGSU instructors. Items used will be replaced by BGSU within 30 days.
 10. Any problems with equipment performance or condition must be reported immediately to the Piqua Fire Department liaison, who Piqua will designate in writing.
- B. Use for Research
1. BGSU must request use of the Facility by contacting the Piqua Fire Chief at least 30 days in advance of the scheduled date for conducting research on fire suppression techniques for burning batteries.
 2. BGSU may rent the Facility free of charge for up to 30 days/year for conducting research on fire suppression techniques for burning batteries. After the 30 days have been reached, Piqua will rent the facility to BGSU for the current commercial daily rate.
- C. General Provisions
1. BGSU agrees that the portions of the Facility used for BGSU training or research will be broom clean at the conclusion of BGSU's use.
 2. BGSU will list Piqua as an additional named insured on its insurance for all BGSU training and research events at the Facility and provide a current evidence of the same (ACORD form or equivalent) to Piqua upon request.
 3. BGSU acknowledges that Piqua City Income Tax Ordinance 33-66 as subsequently amended requires that nonresident individuals doing business in the City for more than twelve (12) days annually are subject to city income tax and must file Piqua city returns and pay such taxes accordingly. BGSU agrees to provide written notice of this requirement to its employees who work at the Facility.
 4. This MOU shall remain in effect for the entire term of Piqua's obligation to BGSU under the Joint Use Agreement (JUA) between the parties with regard to Section 207.03, Line Item C24070 of SB 310.
 5. In the event of a conflict between this MOU and the JUA, the JUA will take precedence.

(signatures appear on following page)


ATTACHMENT B TO JOINT USE AGREEMENT



City of Piqua 07/27/2021
Date



Bowling Green State University 7/27/21
Date
Sherideen S. Stoll, CFO/VP for Finance-Administration

APPROVED AS TO LEGAL FORM

OFFICE OF GENERAL COUNSEL