



DIRECTIVE 2021-036

October 12, 2021

RE: JOINT USE AGREEMENT BETWEEN EASTERN GATEWAY COMMUNITY COLLEGE
AND WINTERSVILLE VOLUNTEER FIRE DEPARTMENT INC.

Eastern Gateway Community College has been granted appropriations contained in Senate Bill 310 of 133rd General Assembly in the amount of two hundred fifty thousand dollars. Eastern Gateway Community College will use the funds to improve the facility owned by Wintersville Volunteer Fire Department Inc. As required by Ohio Administrative Code section 3333-1-03, Eastern Gateway Community College 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 Eastern Gateway Community College and Wintersville Volunteer Fire Department Inc.

This directive will take effect immediately.


Randy Gardner
Chancellor

mlo

JOINT USE AGREEMENT

This Joint Use Agreement (“Agreement”) is entered into by and between **EASTERN GATEWAY COMMUNITY COLLEGE** (the “College”), an instrumentality of the State of Ohio, created under Chapter 3354 of the Ohio Revised Code, whose address is 4000 Sunset Boulevard, Steubenville Ohio 43952, and **Wintersville Volunteer Fire Department Inc.**, a tax exempt non-profit entity, whose address is P.O. Box 2448, 286 Luray Drive, Wintersville, Ohio 43953. This Agreement outlines the terms of the College’s use of the Jefferson County Fire Training Center which is a subsidiary of the Wintersville Volunteer Fire Department Inc.

WHEREAS, Ohio General Assembly has passed SB 310 which provides capital appropriations to the College from the State of Ohio in the amount of \$250,000.00 for facility construction and required equipment associated with the Jefferson County Fire Training Center, located at 286 Luray Drive, Wintersville, Ohio 43953, Jefferson County, Ohio.

WHEREAS, there is currently no fire training facility within the three-county area that includes Belmont, Jefferson, and Harrison counties, nor is there a facility in any of the adjacent counties.

WHEREAS, Firefighters from our area currently travel over eighty miles to Apple Creek, Ohio for NFPA 1403 level live fire training and the balance of their skill training is done in makeshift situations that are not realistic

WHEREAS, the proposed training center will have a special fire-resistant lining to allow for live fire evolutions inside. Other evolutions include hose line operations, search and rescue, roof ventilation, ladder operations, confined space rescue, rope rescue, and sprinkler systems.

WHEREAS, the proposed project equipment will include a flashover trainer, a vehicle fire trainer, a forcible entry door trainer, a thermal imaging camera system for search and rescue training, and exterior lighting of all the props and buildings.

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.

WHEREAS, The College 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 Jefferson County Fire Training Center requires facility construction and equipment including a flashover trainer, a vehicle fire trainer, a forcible entry door trainer, a thermal

imaging camera system for search and rescue training, and exterior lighting of all the props and buildings. Facility will be located at 286 Luray Drive, Wintersville, Ohio 43953. Equipment will be stored in new facility. Both facility and equipment will be owned by the Wintersville Volunteer Fire Department Inc.

2. **Use of the facility or equipment by public institution.**

The Jefferson County Fire Training Center will be designed for firefighter's live burn training, rappelling, confined space rescue, roof penetration, high angle rescues and rope rescues, in addition to other real life emergency simulations. These simulations are done in a controlled environment with a maximum heat setting for burning that is monitored to follow State training guidelines. Both residential and commercial environments can be replicated. This facility can also be used by law enforcement for search and hostage training.

Once the Jefferson County Fire Training Center is complete and ready for usage, the College will have non-exclusive access to the tower and one or more classrooms in the Fire District's building at the same location as the tower for the purpose of conducting fire training classes and related activities. The College shall not conduct any activities that interfere in any way with the activities of the Joint Fire District.

All local fire and EMS departments in surrounding communities will benefit from this facility in its role in training firefighters and first responders in protecting life and property within both public and private facilities.

The term of this agreement shall be (20) years, commencing when the facility is ready for usage by the College.

3. **Reimbursement of funds.**


The State of Ohio shall be reimbursed by the Wintersville Volunteer Fire Department Inc. should the college's right to use the facility be terminated by Wintersville Volunteer Fire Department Inc. prior to the expiration of the 20-year term, calculated by dividing the funds by 20 and multiplying that sum by 20 less the number of full years the facility or equipment is used by the college.

4. **Use of funds.** All funds related to this Agreement shall be used only for capital improvements and not operating costs and shall be used as defined in the bill appropriating funds.

5. **Insurance for facility and hold harmless.** The Wintersville Volunteer Fire Department Inc. will have insurance for the proposed Jefferson County Fire Training Center and the Wintersville Volunteer Fire Department Inc. shall hold the College harmless from all liability for construction, operation, and maintenance costs of the facility.

6. **Compliance with federal, state, and local law.** The Wintersville Volunteer Fire Department Inc. will comply with all pertinent federal, state, and local laws as well as state administrative regulations
7. **Competitive bidding.** The Wintersville Volunteer Fire Department Inc. will follow 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 bidder, as described generally in Ohio Revised Code Chapter 153.
8. **Appropriation administrative fee.** College shall receive one and one-half per cent of the appropriated amount totaling Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) for administrative costs incurred as a result of the project.
9. **Amendments.** Any amendments to this agreement must be approved by the Chancellor of the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect.
10. **Payment.** An approved Controlling Board request will release project funds. The non-profit shall submit invoices and related documentation to the reasonable satisfaction of the institution, after which the institution shall transfer appropriate amounts to the non-profit.
11. **Terms and conditions of use.** The College will have access to the Jefferson County Fire Training Center, upon completion, for the purpose of fire safety training. The College offers fire safety training courses two semesters per year that run 15 weeks in length each. Based on 40 accessible hours per week, the College will have access to the Jefferson County Fire Training Center 600 hours per semester, or 1,200 hours per year. The College will schedule use of the Jefferson County Fire Training Center for a minimum of 10 hours per week per semester, or 300 hours per year. Actual schedule with actual times will be determined by program needs.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the month, day and year signed.

EASTERN GATEWAY COMMUNITY COLLEGE	WINTERSVILLE VOLUNTEER FIRE DEPARTMENT INC.
By: <i>Michael Geoghegan</i>	By: 
Title: President	Title: Fire Chief
Date: September 1, 2021	Date: 8-26-2021

Attachment A

Project: Jefferson County Fire Training Center

Date: August 26, 2021

Section I: State appropriation information.

1. Amount of state appropriation provided: \$250,000
2. Estimated annual debt service on the appropriation: \$19,220
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>Training Center, including Burn Tower, Classroom, Land and Improvements</i>	\$ <u> \$19,500 </u>	<u> 20 </u>
b.	\$ <u> </u>	<u> </u>
c.	\$ <u> </u>	<u> </u>
d.	\$ <u> </u>	<u> </u>
e.	\$ <u> </u>	<u> </u>
f.	\$ <u> </u>	<u> </u>

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

Section III:

BENEFIT

Access to the facilities and associated training props factor significantly into the fire science program seeking approval by the Ohio State Fire Marshal as a Chartered Training Program. An element of the application process is demonstrating access to approved facilities for use in conducting certification training. Likewise, access to this facility will provide an opportunity for the fire science program to expand course offerings to include mandatory continuing education for State of Ohio Certified Firefighters. Additionally, access to this facility will provide an opportunity to further enhance the collaborative relationship between Eastern Gateway Community College and the Ohio State Fire Academy. Finally, the shared use of this

facility represents best practices in public administration as the cost associated with this infrastructure is spread across an appropriate economy of scale while realizing maximum return on the investment through the shared use of facilities and equipment.

In summary, the fire science program must first demonstrate access to the infrastructure prior to being approved to provide expanded course offerings, mandatory State of Ohio Certified Firefighter continuing education, and initial State of Ohio Firefighter Certification Courses.

ACCESS

The College will have access to the Jefferson County Fire Training Center, upon completion, for the purpose of fire safety training. The College offers fire safety training courses two semesters per year that run 15 weeks in length each. Based on 40 accessible hours per week, the College will have access to the Jefferson County Fire Training Center 600 hours per semester, or 1,200 hours per year. The College will schedule use of the Jefferson County Fire Training Center for a minimum of 10 hours per week per semester, or 300 hours per year. Actual schedule with actual times will be determined by program needs.

VALUE

Firefighters from Jefferson County and surrounding area were required to travel 80+ miles to the closest burn building in Apple Creek, Ohio, located in Wayne County for NFPA 1403 level fire training. Burn buildings typically rent for \$65 to \$95 an hour. The Wayne County Fire and Rescue Association Regional Training Facility charges \$65 per hour for use of their burn building, with additional costs for certified instructors.

Estimated Value = $\$65 / \text{Hr} * 300 \text{ Hours} = \$19,500 / \text{Year}$. Total value is $20 \text{ Years} * \$19,500 = \$390,000$.
