

**Space Usage and Student Training Agreement**  
**Between**  
**The City of Toledo**  
**and**  
**Owens Community College**

This Agreement is made this 1st day of January, 2021, by and between Owens State Community College, (hereinafter referred to as "College" or "Owens") with mailing address at P.O. Box 10,000, Toledo, OH 43699, and the City of Toledo, an Ohio municipal corporation, through its Fire Department, (hereinafter referred to as "City") with mailing address at 545 N. Huron Street, Toledo, OH 43604.

**WHEREAS**, the College and the City, pursuant to its respective charters, desire to cooperate in establishing access to required training through the Toledo Fire Academy for prospective City of Toledo fire fighters; and

**WHEREAS**, College is the owner of certain State-owned real property situated at 30335 Oregon Road, Perrysburg, Ohio 43551; and

**WHEREAS**, City desires to use certain specified portions of College's real property located on Owens' Main (Perrysburg) Campus, as described in Appendix A, so that City may conduct training for the City's fire fighter trainees and other activities normally associated with the provision of such training; and

**WHEREAS**, College and City desire to formalize the agreement between them through this Agreement whereby College shall agree to provide to City the use of certain building facilities as described herein so that City may have the use and occupancy of the Premises and the Ancillary Services according to the terms and conditions set forth herein.

**NOW, THEREFORE**, the City of Toledo, and Owens State Community College, for good and valuable consideration, do hereby covenant and agree as follows:

1. The Premises

Pursuant to the terms and conditions set forth herein, Owens hereby grants permission to the City for use of the following classrooms and/or spaces within the College Hall Building on the Owens campus (pursuant to the rendering in Appendix A and hereinafter referred to as the "Premises"):

- a. Office Suite Area 160 (2,746 square feet)
- b. Room 152 (606 square feet)
- c. Room 156 (692 square feet)
- d. Room 146 (1,349 square feet)
- e. Room 132 (441 square feet)

The College will also provide the City use of ancillary spaces and charge according to the rates outlined in **ATTACHMENT A**. Number of uses included will be for the term of the agreement. Ancillary spaces must be scheduled in advance with the appropriate College department. Use of such space shall be in accordance with the terms of this Agreement.

2. Term/Renewal

The initial term of this Agreement shall be for a period of twenty four (24) months beginning on January 1, 2021 and terminating on December 31, 2022. No later than six (6) months prior to the expiration of the initial term of this agreement, the College shall notify the City of Toledo of space availability for renewal options extending beyond the agreement terms. Usage under this Agreement is for twenty-four hour per day, seven days per week, with respect to the Fire Science/Law Enforcement rooms described above.

3. Use of Premises

The Premises (as described fully in Section 1) shall be used by the Toledo Fire Department for the purpose of training that does not compete or conflict with the established Owens training and for no other purpose without prior written approval of the College. City agrees to use the Premises in a careful and prudent manner and to prevent damage to the Premises. City, or its trainees, shall not commit, or suffer to be committed, any waste upon the Premises, or allow any public or private nuisance, nor shall City voluntarily create, cause or allow to be created any debt, lien, charge or other encumbrance to be apportioned or become a lien against the Premises described hereunder.

4. Consideration

City shall pay Owens a sum not to exceed \$14/square foot of leased space, or \$6,806.33 (Seven Thousand One Hundred and Seven One Dollars and 33/100) per month of the Agreement as compensation for utilities and maintenance costs of the Premises, due on the first of each month.

5. Credit and Non-Credit Training

Owens Community College shall provide professional credit and non-credit training in conjunction with the scheduling and delivery of appropriate classes or workshops for new recruits and veteran fire fighters.

6. Educational Preparation

A. By participating in this training, all students within the Toledo Fire Department ("TFD") Academy shall be registered students of Owens. This arrangement allows students to make significant progress towards the Associate of Emergency Services Technology Degree. The responsibilities of Owens and the TFD regarding the educational preparation of TFD cadets pursuing a degree with Owens includes involvement by Owens in control of curriculum as related

to credit hour assignment and curriculum structure; for purposes of College accreditation; and the provision of college student services to TFD employees.

B. Duties will be divided as follows:

**Owens will:**

1. Provide the necessary registration mechanism to enroll the employees in the TFD credit classes at Owens. Credits required for degree completion outside of the TFD program will follow the standard course schedule.
2. Provide TFD students the privileges afforded any credit student (use of library, Student Health and Activities Center, and other student services). The Accuplacer test and Owens Community College success seminars are available for use by all Owens students.
3. Register students for credit classes during the term those specific courses are being completed through the TFD program.
4. Evaluate teaching personnel with representatives from TFD through at least one classroom observation per year.
5. Generate online transcripts and grades for students to access through their Owens OZONE accounts.
6. Charge the current tuition rate established by the Owens Board of Trustees to the students enrolling in the TFD program earning credit toward their associate degree.
7. Review instructor credentials prior to assignment of instructors in the TFD program
8. Provide the required general education courses to the students who wish to continue their education toward an associate degree. The students will pay for these classes at the current tuition and fee rates as established by the Owens Board of Trustees. The classes will be taught by Owens instructors and are open to the public. These courses are offered online, face to face on the Owens campus or other learning centers. General education classes can be offered at TFD provided they meet the minimum number of enrollments.

**TFD will:**

1. Select and provide students for the program.
2. Provide Owens with the time and location to register the students in their proper courses or send applications and roster to Owens for registration purposes at least two weeks prior to the start of the class.
3. Be responsible for the tuition payable to Owens when invoiced.
4. Report grades online prior to the semester grade reporting deadline.
5. Assist with course and program assessments required for college accreditation.
6. Provide qualified instructors.
7. Provide all required materials to create course syllabus three weeks prior to the start of class.

C. ADD/DROPS

Add/Drops shall be forwarded to the Owens School of Business Information and Public Services office. Termination of a student from this TFD training program will, therefore, result in the withdrawal of the student from Owens courses provided for the TFD.

D. GRADE DISTRIBUTION

Student grades shall be provided to the Owens School of Business Information and Public Services office by the fourth calendar day after the end of the TFD class session.

E. EVALUATION

Instructor Evaluations – The TFD Manager will provide Owens with instructor evaluations. Each instructor will be evaluated once each year.

Student Evaluations – Instructor will request students complete the course evaluations in the prescribed manner. Owens will process the evaluations and return them to the TFD Manager.

F. PAYMENT

Owens will provide scholarships to TFD/City employees in an amount equivalent to the cost factor for instructors and space.

7. Maintenance

The City accepts said Premises “as is” subject to all defects therein, whether concealed or otherwise and whether known or unknown to the College. The College shall provide for normal custodial services and will maintain the Premises, including all fixtures, machinery, roofs, boilers, HVAC, parking lot and other building apparatus in good repair, condition and working order.

8. Common Areas

During the Term of this Agreement, Owens, City, and their trainees, invitees, agents and employees shall have a non-exclusive right to use all driveway, walking areas, lobbies, hallways and stairways (the "Common Areas"), which may from time to time be part of or pertinent to the Owens campus and Premises, together with rights of ingress and egress to and from the Premises. Owens 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 Premises for City.

9. Telephone/Internet Access

At its option, City of Toledo may cause telephones and internet access to be installed and maintained (at the City of Toledo’s expense) on the Premises, and

shall be responsible for the payment of all related charges resulting, as well as, the removal of such telephones upon the expiration or termination of Agreement.

**Limitations and Responsibilities of Owens Community College IT Services:**

Physical access to Owens secured data facilities, including wiring or data closets located on the Owens campus, will be given to City staff only upon advance notice and upon Owens approval. Any City staff granted access thereby will be escorted by an Owens staff member while working in a secured data facility.

TFD is responsible for the maintenance and repair of all the computers and peripheral equipment in their offices that was purchased by the TFD. Owens Community College may provide consultation for problem resolution depending on availability of network and desktop support personnel and existing workload.

TFD is responsible for material costs when Owens is asked to extend data and/or telephone infrastructure to support new TFD workstation and/or printer locations. Design, implementation and labor costs will be the responsibility of Owens.

In the event that TFD utilizes additional network services provided by Owens Community College, which may include but are not limited to, College owned computers, network storage, network identities (username), and email accounts, these additional services will be subject to all procedures and policies associated with the corresponding service from Owens.

**Limitations and Responsibilities of City of Toledo IT Services:**

Owens is responsible for the maintenance and repair of all the computers and peripheral equipment in the offices that was purchased by Owens. City of Toledo may provide consultation for problem resolution depending on availability of network and desktop support personnel and existing workload.

10. Compliance

City will fully comply with and obey all laws, ordinances, rules, regulations and requirements of all regularly constituted authorities, in any way affecting the Premises, or the use thereof, or this Agreement, and will not use or occupy the Premises for any unlawful purpose. City will keep the Premises in such condition as may be required by OSHA standards, the local Board of Health, or as required by other local, state or federal authorities, free of all cost to Owens. This Agreement shall be construed under the laws of the State of Ohio.

11. City's Personal Property

At the Premises, City shall be permitted to furnish additional equipment or furniture (desks, chairs, tables, files, cabinets, shelves, copiers, office supplies, paper) as may be necessary to permit the City to use the Premises in accordance with Section 2 hereof. In addition, any and all such items (or other personal property of City of Toledo) shall be maintained at the Premises only at the sole risk of City, and in so College shall have no responsibility whatsoever with respect to security of such items of property. College will make reasonable efforts to provide suitable storage facilities for the City's special equipment and materials.

12. Liability

To the extent permitted by the Constitution and the laws of the State of Ohio, each party agrees (i) to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement and (ii) to be responsible for any and all liability, claims, costs, expenses, or damages arising from any claim with respect to each party's role in connection with this Agreement.

13. Entry by Owens Community College

College shall be entitled to enter the Premises at all reasonable times during this Agreement to examine the condition thereof and make such repairs as it deems expedient or necessary, at College's own expense, upon notice to the City.

14. Damages

The City shall be liable for all damage to buildings, fields, grounds and equipment incident to the City's use of said Premises excepting reasonable wear and tear. The City is fully responsible for replacement or repair cost as determined by College.

15. Default

If any installment of rent, or any part thereof, shall at any time be in arrears for more than thirty days and unpaid, with demand therefore, or if City of Toledo shall fail to keep and perform any of its covenants, agreements, or conditions under this Agreement, after receipt of written notice and reasonable opportunity to cure or if the City shall abandon the Premises, then Owens State Community College may enter into the Premises and again repossess the same, as if this Agreement had not been made, and thereupon this agreement shall cease, terminate and be void; subject, however, to the condition that nothing herein contained shall prejudice Owens State Community College's right to recover from City of Toledo all rent or other payments due up to the time of such re-entry, or the right to let the Premises during the remainder of the term of the Agreement for the highest rent obtainable and to recover from City of Toledo any deficiency between the amount obtained by letting and the amount herein reserved.

16. Access Control

Owens shall provide City with access control to facilitate City's ingress and egress from Premises.

17. Insurance

City shall furnish and maintain the self-insurance identified in Exhibit 1 attached hereto, during the term of this Agreement.

20. Assignment

City shall not sublet or assign, or permit to be used, all or any part of the Premises during the Term hereof without the express prior written consent of Owens.

21. Alterations and Improvements

No structural alteration, improvement or permanent changes in the Premises or the building in which it sits, shall be made without the prior written consent of the Treasurer for Owens State Community College. Any such consent shall not constitute a waiver of the necessity for such consent for any subsequent alteration or improvement. Any authorized structural or permanent changes shall be at the sole cost and expense of the College.

22. Notice

All notices or requests to be given to the parties hereto shall be deemed to be properly given if they are sent by the other party and addressed as follows:

**If addressed to Owens:**

Jeffrey Ganues  
Vice President, Business Affairs/CFO  
Owens Community College  
P.O. Box 10,000  
Toledo, OH 43699

**If addressed to City:**

Deputy Chief, Support and Administrative Services  
Toledo Fire Department  
545 North Huron Street  
Toledo, OH 43604

All notices shall be in writing and shall be mailed or hand delivered in an envelope addressed as described above no later than the date upon which notice is required to be given pursuant to the terms of this Agreement. Notice shall be effective upon receipt.

Each party shall have the right from time to time to specify as its address for purposes of this Agreement any other address upon giving of fifteen (15) days

written notice thereof to the other party.

23. Expiration of Term

At the expiration of the term of this Agreement, City shall return the Premises to Owens in good condition, reasonable wear and tear excepted, and City shall remove all of its personal property and improvements and alterations not authorized by Owens at City's expense.

24. Binding Effect

This Agreement and all of its covenants and provisions shall inure to the benefit of and be binding upon the parties hereto.

25. Complete Agreement and Modifications

This Agreement contains the entire educational purpose agreement between the parties hereto and may not be modified in any manner except by an instrument in writing executed by both Owens Community College and City of Toledo.

26. Holding Over

In the event the City, with or without the express or implied consent of Owens, continues to hold and occupy said Premises after the expiration of any term of this Agreement, such holding over beyond the term and acceptance or collection of rent by Owens, shall operate and be construed as creating a tenancy from month-to-month and not for any other term whatsoever, but the same may be terminated by Owens by giving the City thirty (30) days written notice thereof and at any time thereafter, Owens may reenter and take possession of the Premises, any rule in law or equity to the contrary notwithstanding.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

OWENS STATE COMMUNITY COLLEGE:

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Owens Community College, by  
Dr. Denise Smith, Interim President

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Owens Community College, by  
Jeffrey Ganues,  
Vice President, Business Affairs/CFO

THE CITY OF TOLEDO:

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City of Toledo, by  
Wade Kapszukiewicz, Mayor

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Toledo Fire Department, by  
Brian Byrd, Chief, Fire Operations

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

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Brian Byrd, Chief, Fire Operations

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Department of Law

CITY OF TOLEDO FISCAL OFFICER'S CERTIFICATE

I hereby certify that there is in the Treasury or in the process of collection to the credit of the Division of Fire, Department of Fire Operations, Account Code, \_\_\_\_\_, up to the sum of \$85,288 (Eighty-Five Thousand Two Hundred and Eighty-Eight Dollars), and that the same has been lawfully appropriated for such purpose and is free from any previous encumbrances as prescribed by Sections 5705.41 and 5705.44 of the Ohio Revised Code, for the purpose of entering into this Agreement/Contract with Owens Community College.

CITY OF TOLEDO

\_\_\_\_\_  
Thomas Skrobola  
Director of Finance

\_\_\_\_\_  
Date

STATE OF OHIO            )  
                                  )ss.  
COUNTY OF LUCAS        )

Sworn to and subscribed before me, a Notary Public, in my presence this \_\_\_\_\_  
day of \_\_\_\_\_, 201.

\_\_\_\_\_  
Notary Public