



MEMO

TO: City Council

FROM: Mayor Michael Dylan Brennan 

RE: Recommendation on City Engineer

DATE: February 19, 2024

Following City Council's rejection of Ordinance 2024-01 on the appointment of WallacePancher Group for City Engineer, Service Director Allen Pennington and I interviewed Dan Gerson of Osborn Engineering. Osborn with a close second choice for municipal engineering services after WallacePancher Group. A distant third firm, LJB, was interested in only straight hourly, and after this was confirmed by Mr. Pennington, was given no further consideration.

The meeting with Osborn went well. Osborne is a reputable firm with a long history of high profile projects and high quality work, including public projects. However, they do not have an established practice of representing municipalities in a city engineering capacity. Mr. Gerson, formerly of GPD Group and formerly the City Engineer of Warrensville Heights and Mayfield Heights when with GPD, is seeking to establish a municipal practice at Osborn. Were the City to sign on with Osborn, University Heights would have been their first client.

We discussed their quote for retainer services. In their SOQ, they offered a monthly retainer of \$2,900. To reach that number, Osborn narrowed the scope of the retainer work from what the City requested in the RFQ, making four areas of work hourly. This is in contrast with WallacePancher's quote, which originally quoted \$6,000 to meet the City's requested scope of retainer services.

The City asked Osborne to propose a contract based upon their SOQ, their quote, and our subsequent discussion. As we waited, I contacted Dan Wallace at WallacePancher, and asked if WPG would be interested in quoting the work based upon a narrowed scope for the retainer work, and moving over some items

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to hourly; in other words, we asked if WPG would give the City a quote on the same scope of work as Osborn, for a true apples to apples comparison, for further consideration.

WallacePancer agreed to look at this new scope and provide pricing. The reduced scope lowers their monthly retainer from \$6,000 to \$3,800/month. In addition, they also reduced several of their hourly rates by \$5.00 an hour. Finally, they extended to the City the same annual increase arrangements they have with Fairview Park, Middleburg Heights, and Rocky River, namely, that their increase from year to year is fixed to union raises. Applied here, per the several applicable Collective Bargaining Agreements in our City, our unionized employees will get a 4% raise in July 2024, and a 2% raise in July 2025. Thus, under the terms with WPG, were we to renew for 2025, the rates would increase 4%, and in 2026 by 2%. In 2027, and 2028, whatever the next CBA raises are would apply as the increase here, including no increase if there were no raises.

In contrast, Osborn's initial pricing is lower than WPG's, both in retainer and hourly rate. However, Osborn declined the City's request to fix their increases in the four option years. Instead, under their proposed agreement they would provide new pricing every September for the following option year. It could be that their proposed new pricing would be the same, slightly higher, or significantly higher. The City would not know until the City received the pricing in September. In that event, the City would either have to accept the pricing to exercise the option, attempt to negotiate an alternative with Osborn, or post another Request for Qualifications.

To help visualize the difference, as to the retainer, it looks like this:

	2024	2025 option	2026 option	2027 option	2028 option
WPG	\$3,800/m	4% increase to \$3,952/m	2% Increase to \$4,031/m	TBD, but per the CBAs*	TBD but per the CBAs
Osborn	\$2,900/m	TBD	TBD	TBD	TBD

**while University Heights typically has negotiated the same raise across all CBAs with the unions, if one union happened to agree to a lower raise, or no raise, then that would control*

As to the hourly, WPG's hourly rates are comparable to GPD's, while Osborn's are lower for 2023, and to be determined in the option years.

Both firms are qualified and capable. Either firm presumably would serve the City well. Mr. Pennington and I are confident that the City would work well with either

firm. WallacePancher Group stands out in that they have a well regarded municipal engineering practice currently serving three other municipalities in the City Engineer role, while with Osborn, we would be the first, albeit led by someone experienced in municipal engineering who is capable of creating a program for which we would be the first client. Also, Wallace Pancher is willing to enter into pricing throughout the option years that is predictable, which helps the City in long range planning and budgeting, while Osborn's pricing in option years is undetermined, and therefore has a degree of uncertainty. One could suspect Osborn might "catch up" after year one and their retainer and rates would soon approach or overcome the retainer and rates proposed by WPG. It may also be that being new to municipal engineering, Osborn simply do not want to button themselves down to fixed increases due to their relative newness to this practice area.

Accordingly, and after due consideration, it is the administration's intention to appoint WallacePancher Group for municipal engineering services and Brenda Mockbee as the "City Engineer" as applicable, and recommends to City Council that it confirm WPG and Ms. Mockbee, and authorize the Mayor to enter into the proposed agreement with WPG. The new proposed agreement is attached to the ordinance.

ORDINANCE 2024-06

INTRODUCED BY: MAYOR BRENNAN

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT WITH WALLACEPANCHER GROUP FOR THE
PROVISION OF ENGINEERING SERVICES AS CITY ENGINEER,
AND DECLARING AN EMERGENCY**

WHEREAS, after continued review of the competing Statements of Qualifications and meetings with the top bidders, the City wishes to hire WallacePancher Group as City Engineer to provide engineering and consulting services in accordance with the Agreement and with Codified Ordinance Section 250.01; and

WHEREAS, Brenda Mockbee will serve as the primary point of contact to the City;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of University Heights, State of Ohio:

Section 1. This Council hereby confirms the Mayor’s appointment of City Engineer and authorizes the Mayor to enter into an Agreement with WallacePancher Group for the provision of engineering services for the City in the capacity as City Engineer, which Agreement shall be in the form attached hereto as Exhibit A and which is incorporated herein by reference as if fully rewritten.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, the emergency being the need to enter into the Letter Agreement promptly so that the City has continuity of engineering services as of January 1, 2024; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor. This ordinance shall take effect from and after the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

PASSED:_____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

THIS AGREEMENT made and entered into as of the 1st day of January 2024 by and between the City of University Heights, Ohio, a Municipal Corporation of Ohio, hereinafter referred to as “City,” and WallacePancher Group, a Pennsylvania Corporation, hereinafter referred to as “WPG.”

WITNESSETH

WHEREAS, the City desires to obtain qualified professional consulting engineering services from professional engineers registered in the State of Ohio to perform consulting engineering for and on behalf of the City as hereinafter set forth; and,

WHEREAS, WPG has employees that are professional engineers duly registered under the laws of the State of Ohio and accepts such work for the compensation as hereinafter set forth; and,

WHEREAS, the Council of the City of University Heights, Ohio by Ordinance No. _____, authorized the Mayor to enter into a one (1) year agreement with WPG for consulting engineering services renewable by the City up to four (4) times.

NOW, THEREFORE, the City and WPG for the consideration hereinafter stated and the conditions hereinafter specified, agree that WPG shall be and is hereby employed as Engineer for the City to serve until a successor is duly appointed.

1. It is mutually agreed between the parties hereto that in consideration of said employment and appointment as Engineer for the City, that WPG shall furnish the following services to the City:

Retainer Items

- a. The City Engineer will act as an advisor to the Mayor or their designee relative to roads, traffic, sanitary or storm sewers, water, landscape, design, right-of-way, new development projects (both residential and commercial), building maintenance and any other areas where such technical expertise is required. This task includes cursory reviews of engineering plans and project scopes and limited services during construction. When detailed review or construction inspection is needed, the costs for this work will be at the submitted hourly rates, as appropriate, refer to Non-Retainer Items, letter “n”. Brenda Mockbee will be the primary contact for City Officials. An employee of WPG designated by Brenda Mockbee will be the secondary contact for City Officials when Brenda Mockbee is unavailable.
- b. The City Engineer will consult with authorized representatives of the City, providing consultations.
- c. The City Engineer will prepare estimated costs for the City's Annual Capital requests of engineering and/or technical services in sufficient detail for review and approval.
- d. Assist with the oversight and compliance with the City's Storm Water Management Program.
- e. Reserved.
- f. Assist with the oversight and compliance with Ohio EPA MS4 permit and NEORS Community Discharge permit and Combined Discharge permit.
- g. The City Engineer will identify potential grant opportunities that the City may utilize for infrastructure needs or other future projects or initiatives.
- h. The City Engineer will maintain drawings, specifications, calculations, records, files, ordinances and other pertinent data developed for the City.
- i. Reserved.
- j. The City Engineer shall make its services available to any department or division of the City or any official of the City acting within its official capacity in connection with City

business upon the request of the Mayor for an initial review and recommendation. Also refer to Non-Retainer Items q.

- k. The City Engineer shall attend all regularly scheduled City Council meetings. The City Engineer shall attend City Council committee meetings only when requested by Council. The City Engineer shall attend any additional public or administrative meetings only when requested by the Mayor.
- l. The City Engineer shall have professional surveyors on staff to assist with design as requested by the Mayor.
- m. The City Engineer shall have the capabilities to generate GIS mapping as requested by the Mayor and advance the City's asset management program as it pertains to infrastructure. This is limited to reviewing, printing, or providing maps of existing data and updating an existing asset management program provided by the City. Also refer to Non-Retainer Items, letter "r"

Non-Retainer Items

- n. Any detailed reviews of engineering plans and project scopes, detailed review of cost estimates, construction administration or construction inspection will be billed at the submitted hourly rates.
- o. The City Engineer shall review plans for stormwater compliance from private developers at the submitted hourly rates.
- p. The City Engineer will review the design and observe the construction of public improvements performed by the City or by entities other than the City when requested by the Mayor at the submitted hourly rates.
- q. If consultation is needed beyond an initial review and recommendation by any department or division of the City or any official of the City acting within its official capacity in connection with City business upon the request of the Mayor then the City Engineer will bill at the submitted hourly rates.
- r. If asset gathering and asset management of new data and pursuits is needed, the City Engineer will assist the City in the collection and management of data and will bill at the submitted hourly rates.
- s. The City Engineer shall assist with management of variously funded projects including but not limited to ODOT LPA projects, CDBG projects, and NEORS MICP grants.
- t. The City Engineer will prepare estimates of construction cost in sufficient detail for review and approval. The City Engineer will design and observe the construction of public improvements of the specific project quoted to be implemented by the City when requested by the Mayor.
- u. The parties shall comply with Codified Ordinance Chapter 220 and Codified Ordinance Section 220.06, pursuant to which projects with design costs in excess of the Mayor's spending authority (currently \$15,000) but less than \$50,000 may be assigned or awarded to WPG by the Mayor with approval from Council. On projects where engineering and/or design costs will exceed \$50,000, such projects will go out for public bid in accordance with the terms and provisions of Codified Ordinance 220.06, except in the case of emergency or as otherwise expressly waived by Council.

2. The City shall pay WPG for services rendered as follows:

- a. For services set forth in Paragraph 1(a) through 1(m) herein, the City shall pay WPG a lump sum retainer of \$3,800.00 per month for the year 2024. The monthly amount of the retainer shall increase by the same percentage increases that are received by the City's employees represented by the Unions, whichever Union percentage increase is the least,

on January 1 of each new year this agreement is in effect. For 2025, the increase is 4% and for 2026, the increase is 2%.

- b. For services set forth in Paragraphs 1(n) through 1(p), payment shall be made according to the following schedule of hourly rates for the year 2024. These hourly rates shall increase by the same percentage increases that are received by the City's employees represented by the Unions, whichever Union percentage increase is the least, on January 1 of each new year this agreement is in effect. For 2025, the increase is 4% and for 2026, the increase is 2%.

Principal Engineer	150.00
Senior Engineer/Project Manager	145.00
Project Manager	140.00
Senior Engineer	135.00
Engineer/Project Manager	130.00
Engineer	125.00
Senior Civil Associate	125.00
Civil Associate	125.00
Principal Landscape Architect	150.00
Senior Landscape Architect/Project Manager	145.00
Senior Landscape Architect	135.00
Landscape Architect/Project Manager	130.00
Landscape Architect	125.00
Senior Site Designer	125.00
Site Designer	125.00
Assistant Project Manager	125.00
Senior Design Technician	100.00
Design Technician	90.00
Professional Surveyor	120.00
Survey Crew Chief	80.00
Survey Crew	150.00
Inspector	75.00
Administrative Assistant	60.00

- c. Payment shall be monthly upon detailed billing by WPG, setting forth the project, the date, the hours spent by its employees, and expenses incurred.
3. The Engineer shall not render any engineering services of any kind and description or be employed or otherwise retained to perform such engineering services, whether supervisory or otherwise, for any private person, firm or corporation, with respect to any construction, installation, building, improvement, or work to be performed or done by any such private person, firm, or corporation within the confines of the City limits, and which might require its official approval as City Engineer.
 4. The City will be responsible for the following and has the following rights:
 - a. Provide full information as to its requirements for any project through the Mayor or other duly authorized representative;
 - b. Assist WPG by placing at its disposal all available information pertinent to all projects, including previous reports and any other data relative to design and construction of the projects;

- c. Furnish to WPG services or data outside of WPG's expertise, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials and equipment; approximate professional interpretations of all of the foregoing; land title services; and, other special data or consultations, all of which WPG may rely upon in performing services under this Agreement;
 - d. Provide or assist in providing access to and make all provisions for WPG to enter upon public and private property as required to perform its services under this Agreement;
 - e. Pay for all costs incident to obtaining bids or proposals from contractors;
 - f. Provide such legal, accounting, and insurance counseling services as may be required for the projects, and such auditing services as the City may require to ascertain how or for what purpose any contractor has used the moneys paid to him under the construction contract; and,
 - g. Bear all costs incident to compliance with the requirements of this Section.
 - h. The City reserves the right to retain and pay for services of other engineers for projects within the City.
5. WPG shall have the right to terminate this agreement upon 90 days prior written notification. The Mayor shall have the right to terminate this agreement upon 90 days prior written notice. In the event of such termination, WPG shall be paid for all fees and costs incurred in accordance with this Agreement including the costs of orderly termination.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written, the signature of the City of University Heights being affixed by its Mayor pursuant to Ordinance No. _____ passed by the Council of University Heights and in accordance with the provisions of said Ordinance.

In the presence of:

CITY OF UNIVERSITY HEIGHTS, OHIO

By: _____
Michael Dylan Brennan
Mayor and Safety Director

WALLACEPANCHER GROUP, INC.

By: _____
Daniel Wallace
President

Approved as to legal form:

Luke McConville
Law Director
City of University Heights

ORDINANCE NO. 2024-05

INTRODUCED BY: Vice Mayor Weiss

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ENGAGEMENT LETTER AGREEMENT WITH NICOLA, GUDBRANSON & COOPER, LLC FOR ONGOING LEGAL SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, The City wishes to continue to engage the law firm of Nicola Gudbranson & Cooper (“NGC”) for legal services in connection with various ongoing litigation and special projects; and

WHEREAS, NGC has agreed to perform services at the rate of \$175;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, COUNTY OF CUYAHOGA, AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the Mayor to enter into an Engagement Letter Agreement with Nicola, Gudbranson & Cooper, LLC, on the terms and conditions set forth in Exhibit A, and in connection with various legal matters set forth in Exhibit A. The Agreement is attached hereto as Exhibit A and is incorporated herein by reference as if fully rewritten.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, by allowing continuity of legal services related to ongoing litigation and special projects following the resignation of the City’s law director. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed:_____

Attest:_____
Kelly M. Thomas, Clerk of Council

Approved
as to form:_____
Luke F. McConville, Law Director

NICOLA, GUDBRANSON & COOPER, LLC
ATTORNEYS AND COUNSELLORS
LANDMARK OFFICE TOWERS
REPUBLIC BUILDING, SUITE 1400
25 WEST PROSPECT AVENUE
CLEVELAND, OHIO 44115-1048
216/621-7227
Fax 216/621-3999
www.nicola.com

February 14, 2024

Direct Email: mcconville@nicola.com

City of University Heights
2300 Warrensville Center Road
University Heights, OH 44118
Attn: Mayor Michael Dylan Brennan
Attn: City Council

Re: Agreement for Services Regarding Litigation and Special Projects

Dear Mayor Brennan and Members of Council:

We appreciate the trust you have placed in Nicola, Gudbranson, & Cooper, LLC ("firm") by selecting us as legal counsel to represent you in connection with ongoing litigation and Special Projects, as detailed in Appendix B Ahereto (the "Engagement"). We are looking forward to working with you. Rule 1.5 of the Ohio Rules of Professional Conduct recommends a clear statement of the arrangements for the retention of our firm's services.

We have been engaged to provide legal representation and advice in connection with this Engagement, at the hourly rate of \$175.00. I have attached, as Appendix A, our standard firm Fee Agreement that outlines our business arrangement. After you have had an opportunity to review the same, please execute the Agreement where appropriate and return it to me at your earliest convenience. This Engagement will commence upon passage of an ordinance approving this engagement and our receipt of the signed Agreement.

In connection with legal services rendered on your behalf, it may be necessary to incur certain expenses (although it is unlikely given the nature of this Engagement), including, for example, filing fees, pre-approved travel expenses or conference line

City of University Heights
February 14, 2024

charges. Those expenses will be billed directly to you. For your convenience, when charges are relatively small, payment normally is advanced by our firm on your behalf. The firm reserves the right to terminate representation, however, should payment of fees or expenses become delinquent. The firm will not seek reimbursement for computerized legal research for this engagement.

You will receive regular statements reflecting the services rendered, time expended, and expenses incurred on your behalf. Our monthly invoices will be due and payable upon receipt.

Please call me if you have any questions regarding the terms of our engagement. We look forward to working with you and wish to thank you once again for selecting our firm as your legal counsel.

Very truly yours,

/s/ Luke F. McConville

Luke F. McConville

Enclosure

APPENDIX A

FEE AGREEMENT

This FEE AGREEMENT ("Agreement") is entered into effective as of the date this Agreement is fully signed, between NICOLA, GUDBRANSON & COOPER, LLC, an Ohio professional limited liability company engaging in the practice of law (sometimes referred to in this Agreement and attachments as "NGC"), and Michael Reinert, PhD (sometimes referred to in this Agreement and attachments as the "Client") (collectively, NGC and the Client may sometimes be referred to in this Agreement as the "Parties").

The Client and NGC enter into an attorney-client relationship as described below:

Litigation and ongoing special projects as more fully described in Exhibit B hereto, which is incorporated herein by reference as if fully rewritten.

More details concerning how NGC's services will be provided, including how services will be provided and how legal fees and expenses will be billed, are detailed in NGC's Legal Services and Fee Policies (the "Policies"). NGC will not seek reimbursement for computerized legal research for this engagement.

The current Policies are attached and are part of this Agreement. The Policies will be changed only upon written notice to the Client and will take effect no sooner than thirty (30) days after the written notice.

IN CONSIDERATION of the foregoing, the Parties enter into this Agreement effective upon this Agreement being fully signed.

ACCEPTANCE

I have reviewed the foregoing and wish to engage the services of NICOLA, GUDBRANSON & COOPER, LLC ("NGC").

Mayor Michael Dylan Brennan

Signature

Date: _____

NICOLA, GUDBRANSON & COOPER, LLC

By: /S/ Luke F. McConville, Attorney
LUKE F. McCONVILLE

Date: February 14, 2024

NICOLA, GUDBRANSON & COOPER, LLC

LEGAL SERVICES AND FEE POLICIES

Effective January 1, 2024

This policy statement (the “Policies”) describes additional terms and conditions relating to the performance of legal services and fees for legal services. It is part of any Fee Agreement into which NICOLA, GUDBRANSON & COOPER, LLC (“NGC”) enters and which makes reference to the Policies. References to the Client mean the individual(s) or entity(ies) that have executed a Fee Agreement to which these Policies are attached. References to “Party” or “Parties” means NGC, the Client or both, as the context may require.

Basic Terms of Representation

Representation Limited to this Matter and this Client. NGC’s representation will be limited to only those specific matters regarding which NGC is consulted. NGC’s representation is limited exclusively to the Client and NGC specifically disclaims representation of any individual or entity that has not executed a Fee Agreement. NGC will be relying exclusively on information the Client provides unless the context requires NGC to independently develop relevant factual information.

Either Party May Terminate. Subject to NGC’s ethical obligations, NGC’s engagement is terminable by any party at any time. If representation is terminated before completion of a matter, NGC will be entitled to fees earned and expenses incurred through termination of the representation as specified in the Fee Agreement.

Services Rendered Before Effective Date of the Fee Agreement Will be Charged. If NGC is hired, the Client will be billed for, and is obligated to pay for, any legal services rendered or expenses incurred prior to the effective date of the Fee Agreement, including, but not limited to, preliminary discussions and consultations with the Client.

Billing and Expense Policies

Client will be required to pay monthly invoices when due. Should Client not pay a monthly invoice when due, NGC reserves the right to stop providing services, to terminate the attorney-client relationship and/or bill for and collect NGC’s past due invoices.

Monthly Billing; Format. For projects involving hourly rates, work will be summarized and the Client will receive monthly billing statements showing this information. Billing statements will also detail the direct costs advanced on the Client's behalf that are due and payable with the fee. If circumstances require, Clients under a flat fee or contingency fee arrangement will receive billing statements as well.

Payment Due on Receipt; Suspension of Services. Fees and costs are due and payable upon receipt of the billing unless otherwise specifically agreed to in writing. NGC may suspend services at any time that a balance is outstanding more than thirty (30) days, subject to ethical requirements that require a different result. NGC reserves the right to terminate the representation should any delinquency persist. Should collection activities be necessary, NGC will be entitled to recover attorneys' fees and any other collection costs.

Billable Expenses. Expenses that are directly related to services performed on behalf of the Client that are incurred in connection with any engagement are subject to billing in all cases. Such expenses include, but are not limited to, long distance telephone calls, travel expenses, outside word processing, photocopying, expert fees, overtime, court costs, delivery charges, court reporter costs, and/or government fees and charges. Such charges are billed at the same rates charged to NGC's other clients. All expenses and other charges will be billed with the normal monthly billing or, in the case of larger items, billed directly to or advanced by the Client.

Non-Billable Expenses. NGC does not currently charge for ordinary postage or in-house photo-copying.

Closed Files Destroyed in Five Years Unless Client Directs Otherwise. Following the termination of NGC's representation of the Client with respect to the specific matters regarding which NGC is consulted, NGC's policy is to retain and maintain NGC's files (including any documents provided by the Client) for a period of not less than five (5) years. After this time, the file may be destroyed, unless Ohio public records law mandates that the record be preserved for a longer period of time. If the Client wishes to keep any part of the file, the Client must notify NGC prior to the expiration of the later of the five (5) year period or the period mandated by Ohio public records laws and preferably at the time of the termination of NGC's representation.

Jurisdiction. Any dispute relating to this Agreement will be controlled by Ohio law and resolved by a court of competent jurisdiction located in Cuyahoga County, Ohio.

APPENDIX B

- Representation relating to University Square, including negotiation of any and all transaction documents, review of bankruptcy proceedings, and related consultation.
- Aleksander Shul litigation, including any proceedings in connection with *Aleksander Shul et al. v. The City of University Heights*, United States District Court for the Northern District of Ohio Case No. 1:21-cv-01945, and administration, negotiation or consultation relating to the Settlement Agreement in connection with said case.
- City of University Heights v. YABI, Cuyahoga County Court of Common Pleas Probate Division Case No. 2023 ADV 279154.
- Workers Compensation Litigation, including, but not necessarily limited to, cases relating to:
 - Dwayne E. Beam
 - John Novosielski
 - Tomas Puklavec
 - Albert Rawlinson
 - Peter Pucella
 - Newly referred matters
- Nuisance Abatement Cases:
 - Robert Weizman
 - Stephen R. Bernie
 - Newly referred matters
- Foreclosure Defenses:
 - Ongoing docket review of pending cases.
- Newly referred Litigation



UNIVERSITY HEIGHTS FIRE DEPARTMENT

Chief Robert D. Perko III
3980 Silsby Road
University Heights, OH 44118

Phone: 216.321.1939
Fax: 216.932.8584

Memorandum

TO: KELLY THOMAS, CLERK OF COUNCIL
FROM: ROBERT PERKO, CHIEF OF FIRE *rdp*
SUBJECT: ORDINANCE TO AUTHORIZE THE EASE@WORK PROPOSAL FOR ARPA 1ST RESPONDER GRANT
DATE: FEBRUARY 13, 2024
CC: MICHAEL DYLAN BRENNAN, MAYOR/SAFETY DIRECTOR; CITY COUNCIL MEMBERS;
DENNIS KENNEDY, FINANCE DIRECTOR; LUKE MCCONVILLE, LAW DIRECTOR

On Thursday, May 5, 2022, Governor DeWine announced \$70 million in grant funding for first responder recruitment, retention, and resilience. This money is part of the \$250 million in American Rescue Plan Act (ARPA) funding that Governor DeWine and the Ohio General Assembly has allocated to first responders. This grant money can be used for wellness programs, recruitment and retention, onboarding and training, and community engagement.

Governor DeWine has also placed enhanced focus on the wellness of first responders through the creation of the Ohio Office of First Responder Wellness within the Ohio Department of Public Safety. The new statewide office focuses exclusively on the well-being of first responders and provides specialized support and training to help emergency-response agencies proactively address post-traumatic stress and other traumas caused by factors that are unique to first-responder careers.

The primary goal of the grant request to further bolster and support our already implemented wellness program. This program was initially established from a federal grant award in 2013. Both the initial grant as well as this current grant award follow the International Association of Fire Fighters (IAFF) and International Association of Fire Chiefs (IAFC) Fire Service Joint Labor Management Wellness-Fitness Initiative (WFI). The WFI has four main components that develop a holistic wellness approach that includes; fitness, medical, rehabilitation and behavior/mental health.

The University Heights Fire Department (UHFD) submitted a grant request for a comprehensive wellness program that follows the WFI components in the amount of \$204,600.00 and was fortunate to be awarded the full amount. At the December 5, 2022 council meeting, council accepted the award for the ARPA First Responders Grant based on the recommendation of the council safety committee. At the August 15, 2023 special council meeting, council approved the motion to approve the fire department seeking bids for 2023-2024 NFPA firefighter occupational medical examinations.

The proposal from the Cleveland Clinic AtWork closely resembled the examinations they provided to the fire department to meet the grant requirements back in 2013. Council approved the acceptance of this proposal at the October 16, 2023 meeting. These examinations are currently being conducted.

At the January 16, 2024 meeting, council approved the fire department's request to seek bids for the wellness program to establish a term contract with an area professional health and wellness provider



UNIVERSITY HEIGHTS FIRE DEPARTMENT

Chief Robert D. Perko III
3980 Silsby Road
University Heights, OH 44118

Phone: 216.321.1939

Fax: 216.932.8584

organization to develop and implement, in partnership with our first responders, a (1) wellness education curriculum and (2) menu of services. This is a grant-funded program that will conclude by December 31, 2024 and is not to exceed the remaining grant award of \$100,000.

During the bid process, only one bid was submitted. This bid was from Ease@Work, an AllOne Health Company out of Cleveland, Ohio. Ease@Work was established in 1979 and joined the AllOne Health family of companies in 2019. Ease@Work has four locations in Ohio: Cleveland, Akron, Middleburg Heights, and Mentor.

Ease@Work is our current Employee Assistance Program (EAP) provider and has been since recommended by public safety back in 2020.

I did not elect to utilize my RFP Vendor Scorecard due to only receiving one bid. My experience with this vendor has been positive over the last few years and the proposal meets all of the bid and program requirements. The proposal has also been sent to the law department for review.

Upon council approval, the fire department will move to engage into a contract with Ease@Work for these services. A request for the contract has been made and will be drafted upon approval of this bid.

Therefore, I am respectfully requesting Council approval of the motion authorizing the Mayor to enter into a service agreement with Ease@Work for wellness programming services for the University Heights Fire Department, and declaring an emergency.

Respectfully.

BID OPENING RESULTS SHEET

2024 Firefighter Wellness Program

BID OPENING: Thursday, February 8, 2024 at 12:00pm
University Heights City Hall

Present: Kogot. Shaw
June 14/25

[illegible]

Received
01/25/2024
11:32 AM

January 26, 2024

Kelly Thomas, Clerk of Council
City of University Heights
2300 Warrensville Center Road
University Heights, OH 44118

It is our pleasure to respond to the request for proposals for the University Heights Fire Department. Our history and ongoing partnership as your EAP provider aligns with the purpose of providing the most support and care through a comprehensive wellbeing program.

We believe in the importance of mental health and physical wellbeing and have extensive experience with the Fire Department to support the challenges encountered by first responders.

We seek to align with your objectives as stated in the request for proposal:

1. Incorporate mental and physical health aspects to impact the overall wellbeing and mental health of the workforce.
2. Provide in-person and virtual and/or recorded workshop-type trainings for your requested areas of need.

Ease@Work will provide the following:

1. Program coordinator(s) and specialists to work with the Fire Department.
2. Multiple in-house training courses over the scope of the award period to begin immediately following the award.
3. Follow-up sessions as needed, according to the training schedule.
4. Stress management and resiliency training sessions (see attached proposal).
5. Related well-being screenings and mental health checks (as already portrayed by the work we have done with University Heights Police Department).
6. Recorded training sessions for viewing by members unable to attend any in-person training.
7. Other related training and services per the attached.

The proposal is based on extensive discussions we have had with Chief Perko. We can however adapt the proposal and ongoing needs as the program persists.

We are very excited for this opportunity! With our existing EAP partnership already in place, supporting the continued needs of the UH Fire Department through additional engagements, is another opportunity for Ease@Work to further support the Fire Department. As your dedicated EAP provider, equipped with the history and knowledge to align with the resources requested, please find the attached proposal.

Best,

City of University Heights – Mental Health & Wellbeing
December 19, 2023

Background Information:

Per conversations with representatives of the City of University Heights, including Fire Chief Bob Perko, and Fire Captain Andrew Boylan, it is understood that the City would like work together with Ease@Work to address a long-term initiative for their safety forces. The following would be instituted to address the challenges typically experienced by the safety forces with consistent exposure to a high stress environment, those experiencing vicarious trauma and facing other occurrences, hereby with the need to focus on their wellbeing. Goal is to incorporate mental and physical health aspects to impact overall wellbeing and mental health of the workforce.

Program Outline

Purpose: Half day trainings to cover integral concepts, to include the following objectives:

Part I

Introduction: Cover research and impact of the pandemic, stress and trauma on the mental health of the safety forces and first responders. Discuss the impact of world events, high work stress on mental health, individuals lives and the workplace.

Rational Detachment- Learn basic concepts to practice healthy detachment and use depersonalization effectively in the appropriate environments. Cover the process by which we emotionally disconnect from negative, toxic emotions or behaviors to protect and care for ourselves. Learn the difference between emotionally detaching as a coping skill and as dysfunctional.

Mental Health First Aid Concepts- Increase understanding of common Mental Health disorders, how they can manifest and appear to be able to increase self-awareness. Learn and understand the importance in having this discussion and confirming resources.

Psychological Safety- Recent events have shined the light on this key factor to help people feel safe enough to bring their whole self to work. Those reporting it felt less fear, increased satisfaction, greater engagement, and higher productivity. Learn key components of psychological safety, tips on how to create it and strategies to maintain it.

Trauma and ACE Assessments - Understand how one's ACE score can affect triggers and emotions and learn how to control emotions by learning to control our thoughts. Increase understanding of professional quality of life to help determine level of compassion fatigue.

Training would be offered with three separate options (3x), in-person.

\$6000

<p>Part II</p> <p><u>Vicarious trauma/Compassion Fatigue:</u> Increase the understanding of the emotional residue of exposure from working with people as they are hearing their trauma stories and witnessing their pain, fear, and terror the trauma survivors have endured. Learn tips to avoid compassion fatigue.</p> <p><u>Biopsychosocial psychology:</u> Cover the connection between mind, body, and behavior. The science of biopsychosocial psychology will be explored to give meaning to further components. Components of CBT, DBT, and mindfulness will be explored.</p> <p><u>Biopsychosocial psychology (Part 2) -</u> Learn how to identify, manage and connect thoughts, feelings and behaviors to better be able to respond in high stress situations. Connect body awareness, science, thoughts, feelings and actions. Facilitator will also apply this to examples and situations.</p> <p><u>Communication & Application -</u> Cover communication & application skills and instilling learned skills into practice. Discuss how to improve communication among first responders and continue the conversation.</p> <p>Training would be offered with three separate options (3x), in-person.</p>	<p>\$6000</p>
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<p><u>Follow up sessions 4-6 weeks post session II</u></p> <ul style="list-style-type: none"> • Integrate and summarize the trainings after there has been some time to process the information into 2-hour follow-up sessions <ul style="list-style-type: none"> ◦ 3 sessions, 6 hours total • Evaluate of what has been working and what has not • Inquire with group as to how this impacts the ability to help others • Revisit communication methods • Cover resources for ongoing support • Debrief <p>Includes trainings for all three shifts, in-person: 6 hours total.</p>	<p>\$3000</p>
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<p><u>1 Hour Impairment Trainings</u></p> <ul style="list-style-type: none"> • Why it's important to recognize and respond to impairment • Supervisor responsibilities and when recognizing impairment • Common causes of impairment (alcohol, cannabis, fatigue, mental distress and more) • Common signs and symptoms of impairment • Steps to respond to potential impairment <p>Includes trainings for all three shifts, in-person: 3 hours total.</p>	<p>\$1500</p>
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<u>Stress Management & Resiliency Series</u>	
<p><u>Coping for First Responders:</u> This training for First Responders examines the various ways the pandemic has changed lives, reviews responses to new and traditional stressors, and explores strategies to identify and prevent burnout. Includes customization, 1 hour onsite, plus 1 virtual session + recording.</p>	\$1900
<p><u>Self-Awareness & Stress Management:</u> Self-awareness is an essential skill. Without self-awareness, we are often reactive to stressors without much control over how our body & mind responds. When we become more aware, we can make changes that help us develop ourselves and tackle stress more proactively. This workshop aims to help participants gauge the source of their stress, become self-aware, know they don't have to handle things alone, and learn practical techniques to put into immediate practice. Includes customization, 1 hour onsite, plus 1 virtual session + recording.</p>	\$1900
<p><u>Fostering Resiliency:</u> Resiliency is the ability to bounce back from life's difficult situations. Resiliency can be learned and practiced by individuals. This training will discuss the importance of resilience, the qualities of resilient people, and provide methods for developing personal resilience. Includes customization, 1 hour onsite, plus 1 virtual session + recording.</p>	\$1900

<p><u>Wellbeing Coordinator & Programming:</u> Folded into the overall scope, the wellness coordination will effectively identify and address barriers and methods to impact overall wellness, while cross—promoting EAP and aiding the workforce in getting help for both mental and physical needs. The credentialed will implement a wholistic approach to wellness. Goals include helping first responders to understand the importance of self-care on our bodies physically, emotionally, and cognitively. Through a mixture of onsite and remote activities, the designated Coordinator will facilitate the plan.</p> <p>Wellness Coordination – The ARPA allows for a wellness coach/coordinator to be assigned for the duration of the grant. That being said, we propose a 10-month project from 3/1/24 through 12/31/24 (when all grant funds have to be spent). This would be inclusive of the following:</p> <ul style="list-style-type: none"> • Initial 4-hour site visit • Estimated 4-6 hours to launch the HR-QOL survey (Quality of Life CDC survey) • 16 hours/month (8 scheduled hours 2x per month, with the exception of holidays) with the following inclusions (up to 80 hours): <ul style="list-style-type: none"> ○ Wellbeing class or presentation ○ Wellbeing committee meeting formation and facilitation ○ Visibility & office hours ○ Wellness group coaching ○ Program administration ○ Travel 	<p>\$23,900</p>
<p><u>Year of Wellness:</u> 12-months of content for wellness education on wellbeing topics -- including the recording for future viewing as well as a wellness web page to complement the EAP portal. The web page includes on-demand fitness videos, guided meditations, articles and more.</p>	<p>\$2500</p>
<p><u>Mental Health Checks:</u> Semi-annual virtual check-ins with a Mental Health Licensed Professional for the purposes of screening for any mental health issues or concerns, offering modes of treatment and referral strategies, and overall evaluation. Up to 45-minutes per session, and an allowance for 5 make-up sessions total. Mental Health Checks cover up to 31 Fire employees. Cancellation of scheduled checks must be given within 48-hours' notice.</p>	<p>\$16,000</p>

<p>Physical Health Checks: Semi-annual in-person check-ins with the Certified Wellness Coach to educate participants on the impact of stress and trauma on their physical bodies, while assessing flexibility and movement patterns. Coach to conduct semi-annual movement screens, BP checks and discuss exercises to incorporate into their daily schedule. Screening questions include PAR-Q (readiness screen for physical activity) and/or other screenings based on findings. Up to 45 minutes per session. Full day appointment scheduling. (4, 8-hour days [2 days mid-year check, 2 days end-of-year check] total with 2 make-up days [1 mid-year, 1 end-of-year]). Cancellation of scheduled checks must be given within 48-hours' notice.</p>	\$8400
<p>3-Part Pre-Recorded Dynamic Stretching Series: Covering the basics of upper body, mid-section and lower body exercises to warm up the body and prepare for the workday, this easy-to-follow, brief video series can also be incorporated into pre-shift routines.</p>	\$1050
<p>3-Part In-Person or Virtual/Recorded Holistic Fitness Series: Covering the theories of evolved embodiment (letting go, becoming more open, developing interest & taking responsibility) and somatic awareness, this series covers mind-body techniques including centering, basic Yoga postures, do-less, micro-movements, functional feet and more. Up to 45 minutes each live, virtual or recorded.</p>	\$1500
<p>6-Week Be Calm Course (group, virtual): Are you curious how mindfulness might help you when you are feeling overwhelmed? The practice of mindfulness can help teach us to pause and notice what is happening in the moment. Through these practices, we can nurture the experience of well-being while managing stressors that naturally arise throughout life. This course is interactive, taking you through a handful of different mindful exercises to consider. 1 hour per week.</p>	\$2400
<p>4-Week Healthy Holiday Challenge: Maintaining your physical, financial and emotional health during the holidays can be especially challenging. The healthy holidays challenge empowers you to take control of your eating, physical activity and overall health with weekly goal submissions during those special times of year!</p>	\$2400
<p>6-Week Culinary Design Course: Have you always had the good intention of planning and prepping your meal, but have repeatedly found that it just doesn't happen for you for one reason or another? Culinary design is a group aimed at developing skills needed for meal planning and preparation. Taught by a dietician, it will help facilitate new ideas, share techniques and coach through meal planning and preparation barriers. 1 hour per week, includes prep, travel & food costs.</p>	\$6500
<p>12 Days of Fitmas: 12-part daily exercises, facilitated by AOH fitness trainers, corresponding with the holiday theme in December. Pre-Recorded videos accessible through a flyer with QR code.</p>	\$1050

<p><u>On-site Massage & Holistic Services (i.e., Reiki)</u></p> <p>Quarterly, 4 hour increments onsite (16 hours total).</p>	<p>\$350/hour</p> <p>Total: \$5600</p>
<p><u>Dog Therapy Sessions:</u> Scheduled, in-house sessions provided by a scheduled facilitator and therapy dog. Education and visitation to help provide mental health support and a productive outlet through pet therapy. Quarterly 2-hour sessions to cover each of three shifts, plus travel.</p>	<p>\$3250</p>
<p><u>Supplies & Environmental Modifications:</u> Environmental wellness walk-through and recommendations report (\$1500).</p> <p>Budget inclusive of items such as yoga kits, sound machine, greenery, modifications to existing space to promote mental health and a stress-free environment, and administrative hourly fee for planning and purchases.</p>	<p>\$1500</p> <p>\$1500</p>

Reimbursement

Total for 2024	\$99,750
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