



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-145

May 7, 2018

Board of Control
City of Lakewood, Ohio 44107

Subject: Amend Contract – Professional Service Contract – Re: Lakewood Wellness Foundation Planning Task Force

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Mayor's Office, and the attached letter of recommendation, I am submitting for your consideration this request to amend a contract to Randell McShepard of McShepard Enterprises in an amount not to exceed \$15,000 to provide professional facilitation and planning services for the Lakewood Wellness Foundation Planning Task Force. Contract award to McShepard Enterprises now totals \$37,000.

Contracting Authority:	n/a
Funding:	Wellness Foundation Fund
Account Distribution:	791-5099-410-91-02 \$0
Account Balance:	(\$1,750) / (\$16,750)
Object Code:	Wellness Foundation
Contract Approved by Law:	Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/> / PO <input type="checkbox"/> / c/c <input type="checkbox"/>
Commodity Code:	918-006
Bid Reference:	Professional Service

Kim Smith
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works		_____	5-7-18
Kevin M. Butler, Director of Law		_____	5/7/18
Jennifer Pae, Director of Finance		_____	5/7/18
Michael P. Summers, Mayor		_____	5-7-18

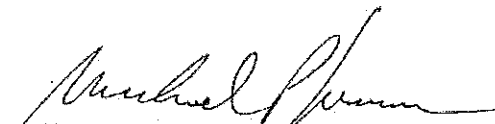
**FIRST ADDENDUM TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF LAKEWOOD
AND
McSHEPARD ENTERPRISES**

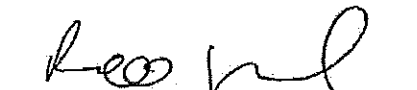
1. This Addendum to the Agreement for Consulting Services between the City of Lakewood ("City") and McShepard Enterprises ("Consultant") dated May 19, 2017 ("Agreement"), is entered into on this 15th day of May, 2018.
2. The City and Consultant wish to amend Paragraph 2 of the Agreement as follows:
 1. **SERVICES:** Consultant shall act as facilitator and shall attend all Task Force meetings as necessary. Consultant will assist in identifying priorities of the Task Force, focus on vetting of information, identifying key themes, establishing key deliverables and communicating those deliverables to the community as further described in the City's request for Proposal-Phase 1 and Phase 2, Attached as Exhibit A, and Consultant's Proposal-Phase I and Phase 2, attached as Exhibit B;
3. The City and Consultant wish to amend Paragraph 3 of the Agreement as follows:
 2. **FEE:** For services to be rendered under this Agreement, Consultant shall be entitled to a fee not to exceed \$22,000 for completion of the scope of work detailed in Phase 1 and an additional \$15,000 for completion of the scope of work detailed in Phase 2 of Consultant's Proposal. Consultant shall submit three (3) equal invoices to the City for Phase 1, the first upon signing the agreement, the second when the scope of work contained in Phase 1 is approximately one-half complete, and the final invoice upon completion of the work contained in Phase 1. Consultant shall submit two (2) equal invoices to the City for Phase 2, the first upon signing the First Addendum to the Agreement and the final invoice upon completion of the work contained in Phase 2 of the agreement. It is agreed that Consultant is not an employee for the City, and shall not be entitled to any benefits beyond his fee for services rendered;

N WITNESS HEREOF, the parties hereto have affixed their hands and seals at the City of Lakewood, Ohio this 17th day of May, 2018.

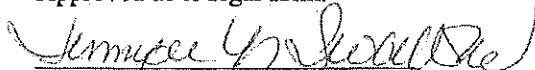
CITY OF LAKEWOOD, OHIO

McSHEPARD ENTERPRISES


Michael P. Summers, Mayor


Randell McShepard, Principal

Approved as to legal form:


Jennifer L. Swallow

Proposal for Facilitation and Planning Services
for the
Foundation Planning Task Force - City of Lakewood

Submitted by Randell McShepard

This proposal is submitted in response to the March 10, 2017 Request for Proposal for the Foundation Creation Planning Project (New Lakewood Wellness Foundation).

Responses to the key questions and areas of interest raised in the RFP are outlined below:

***Consultant Experience and Qualifications**

I have worked as an independent consultant for 23 years, serving over 70+ different organizations ranging from social service agencies and community development corporations to municipalities and civic organizations. My areas of expertise include strategic planning, group facilitation, visioning, project management and community outreach.

A sample of clients include the following: Cleveland Neighborhood Progress, Famicos Foundation, Goodrich-Gannet Neighborhood Center, The Campus District, City of Shaker Heights, Fairfax Renaissance Development Corporation, Greater Cleveland Partnership, Cuyahoga Arts and Culture, West Side Catholic Center, City of Cleveland, Flats Forward and Joseph's Home.

I have dual Bachelor Degrees in Psychology and Communications from Baldwin Wallace University and a Masters of Science Degree in Urban Studies from Cleveland State University.

My experience with a conversion foundation was as a nine-year board member of the Sisters of Charity Foundation of Cleveland, the last two years of which I served as Board Chair. I have also served on 30 non-profit boards and have been involved as a co-founder for 3 of them.

***Consulting Services and Scope of Involvement**

The meetings will be facilitated by Randell McShepard, and will focus on the vetting of information, identification of key themes, setting of priorities for the task force, establishing key deliverables and communicating those deliverables to the community. If required, additional facilitator support (independent contractor) will be enlisted, although unlikely in phase 1. It is anticipated that outside legal counsel would be needed for phase two, particularly as associated with the formation of by-laws and the options for the tax structure of the organization.

Phase 2 (November 2017 – August 2018)

- November – March (Governance structure determination)
- March –April (Task Force plans shared with regulators)
- May (Finalize plans with regulators)
- June/July (Community forums)
- August (Project completion and launch of Lakewood Wellness Foundation)

***Demonstrated knowledge of health and wellness in Lakewood and understanding of the charge of the Task Force**

While I have not spent enough time in Lakewood to consider myself fully knowledgeable of the “health and wellness” environment, it is clear from the materials shared about the overall process that Lakewood is determined to keep health at the forefront of the city’s priorities. The formation of the master agreement with the City of Lakewood, the Lakewood Hospital Association and the Cleveland Clinic clearly demonstrates the importance that the city places on health and wellness. Relatedly, the establishment of the Wellness Foundation is another example of the city’s commitment to this topic. Mayor Summers was quoted as saying that “the new foundation will be yet another tool to be used to reach our goal of becoming the healthiest community in Northeast Ohio.” This statement says a lot about where Lakewood sees itself headed in the coming years.

The Lakewood Hospital Association also has an impressive vision for the future health care system in Lakewood, which includes promoting a culture of health in Lakewood; keeping physicians in Lakewood to live and work; coordinating health services across programs and providers; and helping to make health care easier to navigate. These priorities also appear to be in synch with the community’s feedback shared through a survey process.

It is safe to say that health and wellness is critically important to all stakeholders in Lakewood and that there will be broad community support for programs and activities that strengthen the city in this regard!

Cost Proposal for Phase 1

Total Fee: \$22,000 (Includes all facilitation fees and materials for lead consultant)

Proximate Cost for Phase 2

Consultant Fee: \$15,000 (includes facilitation fees and additional subcontractor fees)

Legal Counsel Fees: \$15,000 (rough estimate)

AGREEMENT

THIS AGREEMENT made and concluded at Lakewood, Ohio, this 19th day of May, 2017 by and between the CITY OF LAKEWOOD, Ohio, 12650 Detroit Avenue, Lakewood, Ohio (hereinafter referred to as "City") and McSHEPARD ENTERPRISES, ADDRESS (hereinafter referred to as the "Consultant").

WHEREAS, the City is engaged in the creation of the Lakewood Wellness Foundation (hereinafter referred to as the "Foundation") through a Foundation Planning Task Force (hereinafter referred to as the "Task Force"); and

WHEREAS, the Task Force is comprised of a number of resident volunteers with various levels of education, knowledge and experience that each brings to the Task Force; and

WHEREAS, in order to support the Task Force in its mission, the City wishes to engage Consultant with experience in creating such entities as the Foundation to help guide the Task Force through the process and facilitate meetings.

WITNESSETH:

For and in consideration of the mutual promises, covenants and agreements of the parties hereto as herein set forth, the parties hereby agree as follows:

- 1. TERMS:** This Agreement shall commence upon signing of all parties and shall continue for a period of five (5) months or until such time that work required

under this Agreement is complete. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party. Consultant shall be entitled to payment only for services rendered at the time of termination and shall submit a final invoice to the City for services provided within thirty (30) days of the date of termination or provide a refund to the City of any overpayment made to Consultant within thirty (30) days written notice from the City of such overpayment;

2. **SERVICES:** Consultant shall act as a facilitator and shall attend all Task Force meetings as necessary Consultant will assist in identifying priorities for the Task Force, focus on vetting of information, identifying key themes, establishing key deliverables and communicating those deliverables to the community as further described in the City's Request for Proposal-Phase 1, attached as Exhibit A, and Consultant's Proposal-Phase 1, attached as Exhibit B;

3. **FEE:** For services to be rendered under this Agreement, Consultant shall be entitled to a fee not to exceed \$22,000 for completion of the scope of work detailed in Phase 1 of Consultant's Proposal. Consultant shall submit three (3) equal invoices to the City, the first upon signing the agreement, the second when the work is approximately one-half complete, and the final invoice upon completion of all work. It is agreed that Consultant is not an employee for the City, and shall not be entitled to any benefits beyond his fee for services rendered;

4. **DEVOTION OF TIME:** Consultant shall devote the reasonable amount of time which is necessary for the satisfactory, complete and timely performance of the duties under this Agreement; Consultant shall not engage any sub-consultants without prior written approval of the City;

5. INSURANCE AND INDEMNIFICATION: Consultant shall be an independent contractor and not an employee of the City under this Agreement and shall maintain Workers' Compensation Coverage in accordance with law and automobile coverage with limits \$100,000 per occurrence/\$300,000 aggregate.

Consultant shall indemnify, defend, save and hold harmless the City of Lakewood, its departments, agencies, boards, commissions, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. In consideration of the award of this contract, Consultant agrees to waive all rights of subrogation against the City of Lakewood, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the City of Lakewood.

6. ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promises relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or legal representative shall agree, in writing, with the City to personally assume, perform and be bound by the covenants, obligations and agreements contained herein;

9. **SUCCESSORS AND ASSIGNS:** Subject to the provisions regarding assignments, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties;

10. **GOVERNING LAW:** The validity of this Agreement and any of its terms or provisions, as are the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio;

11. **AMENDMENT:** This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement;

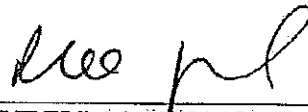
12. **LEGAL CONSTRUCTION:** In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, it shall not affect any other provisions and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

Executed at Lakewood, Ohio, on the day and year first above written.

WITNESSES:

CONSULTANT:

McShepard Enterprises

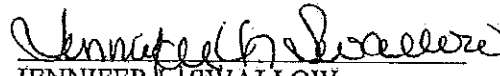


RANDELL McSHEPARD, Principal

CITY OF LAKEWOOD, OHIO


MICHAEL P. SUMMERS, Mayor

The legal form and correctness of the within document is hereby approved.


JENNIFER SWALLOW
Chief Assistant Law Director