



**Proposal:**  
**City of Willowick, Ohio**

**Fire & EMS Department Feasibility  
Study**

**Prepared by:**  
**Dr. Bernard W. Becker III; DBA**  
**Director, Center for Emergency Preparedness**

**May 30, 2023**



## **Executive Summary:**

Thank you for your interest in training and educational opportunities offered by Cleveland State University's Center for Emergency Preparedness. Since our 1984 inception, Cleveland State University's Center for Emergency Preparedness has continuously provided outstanding programming to our customers. Our mission is to provide the highest quality hazardous material, homeland security and business continuity training, taught by professionals utilizing industry standards and best practices.

Cleveland State University's Center for Emergency Preparedness has been instrumental in several emergency service consolidation and operational feasibility studies over the past decade, including the Lake County, Ohio "Consolidation of the Lake County Fire & EMS Department Feasibility Study," 2015.

Director for the Cleveland State University's Center for Emergency Preparedness is Dr. Bernard W. Becker III, and has earned a Bachelor of Science degree in Fire and Safety Engineering Technology from the University of Cincinnati, Ohio; a Master of Science degree in Executive Fire Service Leadership from Grand Canyon University, Arizona; and a Doctorate in Business Administration (DBA) degree from Columbia Southern University, Alabama.

Over Dr. Becker's Fire & Emergency service career, he has earned and been certified as an Ohio Firefighter 1 & 2, Ohio Fire Instructor, Ohio Fire Safety Inspector / Instructor, Ohio E M T / Paramedic, National Registry Paramedic, International Fire Service Accreditation Congress Firefighter 1 & 2, Fire Service Instructor 1 & 2, Fire Inspector, Hazardous Materials Awareness, Operations & Technician, United States Homeland Security, National Fire Academy Executive Fire Officer and a Chief Fire Officer by the International Association of Fire Chiefs.



### **Scope of Work:**

Investigate and develop a Fire and EMS Department Feasibility Study for the City of Willowick, Ohio.

Factors to be investigated and presented are, but not limited to:

- a) assess the current part-time staffing model and evaluate against alternative staffing models to determine the most effective and sustainable structure for the City.
- b) Four (4) staffing alternatives shall be assessed as a part of the study.
  - 1) Existing (all part time),
  - 2) Hybrid (mix of full and part-time employees),
  - 3) All full time, and
  - 4) A consolidation into a fire district and/or shared resources between communities.

Each alternative will be assessed for the following:

- a) Fiscal Analysis – review all revenue and expenditures
- b) Legal Analysis – review legal basis for establishing any of the three (3) alternative structures the City does not currently have in place.

Fire and EMS Operational Analysis:

- a) Level of Service and Response Time
- b) Requirements to meet standards and operational needs for each staffing model

Future considerations and Overall Costs of Services per model.

The study shall also include identifying specific funding opportunities that may be available for hiring any new personnel.

Final deliverables shall include a report detailing each alternative staffing model, methodology and summary of each individual analysis, and recommendations based on assessment of each alternative. The report will also include a section detailing available funding opportunities for hiring new personnel.



### **Project Methodology:**

The methodology used for this study will be grounded in the recommended best practices of the National Fire Protection Association (NFPA), the NFPA Fire Department Profile for small sized emergency service operations, the NFPA Handbook, and the International City/County Management Association (Managing Fire and Emergency Services).

### **Study Cost:**

The total cost for the described scope of work is: **\$8,250.00**; 50% due at first draft, 50% due upon completion of the study.

### **Receivables:**

CSU will provide all relevant materials. All rights, title and interest to any copyrights, patents, trademarks, trade secrets or other intellectual property rights embodied in any Receivables will be the sole and exclusive property of CSU. CSU hereby grants customer a perpetual, irrevocable, royalty-free, nonexclusive, world-wide license to use the receivables only for customer's internal use. This license does not include the right to copy the receivables to conduct its own services using the receivables. CSU reserves all rights not expressly granted herein. This paragraph shall survive the expiration or termination of this agreement.

### **Term & Termination:**

This agreement will commence as of the effective date set forth on the signature page and will end until completion of the course and receipt of payment by CSU.

### **Miscellaneous:**

- (a) The parties are independent contractors. Nothing in this agreement creates or implies any joint venture, employer/employee, principal/agent or partnership relationship.
- (b) Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its employees and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in the Agreement shall impute or transfer any such responsibility from one to the other.

(c) This agreement represents the entire agreement between the parties and supersedes any prior oral or written understandings with respect to the services. Only a written instrument that refers this agreement and that is signed by the authorized representatives of both parties may amend this agreement.

(d) This agreement and the rights of the parties shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, without regard for its choice of law principles, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the agreement.

(e) A waiver by a party of any breach or default by the other party under this agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

(f) All notices and communications shall be given in writing and shall be deemed to have been properly given when: i) hand delivered with delivery acknowledged in writing; ii) sent by U.S. certified mail, return receipt requested, postage prepaid; or iii) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth below. Any party may change its address for receipt of notices upon notice to the other party. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

(g) In the event of any conflict between the terms and provisions of the body of this agreement and any exhibit hereto, the terms and provisions of the body of this agreement shall control.

(h) The headings in this agreement are for convenient reference only and shall not be considered in any questions of interpretation or construction of this agreement.

(i) The provisions of this agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

(j) Both parties will maintain applicable insurance policies with industry standard coverage.

(j) This agreement is not binding upon Cleveland State University unless executed in full and is effective as of the last date of signature by Cleveland State University.

### **Study Period:**

The period for this work will commence upon this signed agreement and this study will take approximately four (4) months to complete, (120 days) excluding holidays; excluding any unforeseen circumstances by either party involved.



**Acceptance of Agreement:**

If you agree with the terms in this agreement, please sign below and return to Dr. Bernard W. Becker III. If you have any questions, please contact me at b.becker64@csuohio.edu or call (216) 875-9860. Thank you.

Dr. Bernard W. Becker, III; Director  
Center for Emergency Preparedness

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I accept the conditions of the above agreement. (*Signature*)

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Print Name:

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Title:

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Date: