

RESOLUTION 2023-31  
Introduced by Mayor Bodnar

**AN EMERGENCY RESOLUTION  
AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL  
TO ENTER INTO A WELLNESS PROGRAM AGREEMENT WITH  
BODIES DONE RIGHT, LLC FOR THE PUBLIC SAFETY WELLNESS PROGRAM  
IN AN AMOUNT NOT TO EXCEED 120,125.00**

WHEREAS, in June of 2022, the Ohio Emergency Management Agency released a grant opportunity for First Responder Wellness, Recruitment, Retention and Resiliency in order to respond to the negative impacts of the pandemic by addressing the wellness needs of Ohio's First Responder Community; and

WHEREAS, Mayfield Village submitted a grant proposal that included physical and mental wellness, mindfulness and nutrition counseling ("Wellness Program"); and

WHEREAS, in October 2022, in response to the grant proposal, Mayfield Village was awarded \$173,340.00 to fund a Wellness Program through December 31, 2024; and

WHEREAS, pursuant to the Ohio Emergency Management Agency Grant Agreement, Mayfield Village issued an RFP for the physical wellness and nutrition counseling components of the Wellness Program ("Services"); and

WHEREAS, Bodies Done Right, LLC submitted a proposal for a 20-month term to provide the Services in the total amount of \$120,125.00; and

WHEREAS, the Mayfield Village Police Chief reviewed the proposal and qualifications of Bodies Done Right, LLC and recommends that Mayfield Village accept the proposal of Bodies Done Right, LLC and enter into contract for the Services in furtherance of the Wellness Program; and

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of all Village residents to accept the proposal of Bodies Done Right, LLC and enter into a Wellness Program Agreement with Bodies Done Right, LLC.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of the Village of Mayfield authorizes and directs the Mayor and President of Council to enter into a Wellness Program Agreement with Bodies Done Right, LLC for Services in furtherance of the Public Safety Wellness Program, a copy of which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Council of the Village of Mayfield does hereby agree to obligate the funds required for the Services to satisfactorily implement the Wellness Program in a total amount not to exceed \$120,125.00 and to become eligible for reimbursement under the terms of the Ohio Emergency Management Agency Grant Agreement.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary funding to properly support the wellness of Mayfield Village First Responders. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT  
Council President

First Reading: April 17, 2023

Second Reading: Suspended, 2023

Third Reading: Suspended, 2023

PASSED: April 17, 2023



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ., Director of Law

ATTEST: Mary E. Betza  
MARY E. BETSA, MMC, Clerk of Council

**EXHIBIT A**

**WELLNESS PROGRAM AGREEMENT**

This WELLNESS PROGRAM AGREEMENT (“Agreement”) is entered into as of this \_\_\_ day of April, 2023, by and between MAYFIELD VILLAGE, OHIO, a municipal corporation (“Village”), and BODIES DONE RIGHT, LLC, an Ohio limited liability company (“Contractor”); (collectively the Village and the Contractor may be referred to herein as the “Parties”).

WHEREAS, in June of 2022, the Ohio Emergency Management Agency released a grant opportunity for First Responder Wellness, Recruitment, Retention and Resiliency in order to respond to the negative impacts of the COVID pandemic by addressing the wellness needs of Ohio’s First Responder Community; and

WHEREAS, Mayfield Village submitted a grant proposal that included a request for funding for physical and mental wellness, mindfulness and nutrition counseling (“Wellness Program”); and

WHEREAS, in October 2022, in response to the grant proposal, Mayfield Village was awarded \$173,340.00 to fund a Wellness Program for its first responders through December 31, 2024; and

WHEREAS, pursuant to the Ohio Emergency Management Agency Grant Agreement (“Grant Agreement”), Mayfield Village issued a request for proposals (“RFP”) for the physical wellness and nutrition counseling components of the Wellness Program (“Services”); and

WHEREAS, Bodies Done Right, LLC submitted a proposal for a 20-month term to provide the Services in a total amount of \$120,125.00; and

WHEREAS, the Mayfield Village Police Chief reviewed the proposal and qualifications of Bodies Done Right, LLC and recommended that Mayfield Village accept the proposal of Bodies Done Right, LLC and enter into contract for the Services in furtherance of the Wellness Program; and

For good and valuable consideration, the sufficiency of which is acknowledged, the Village and Contractor agree as follows:

1. **Scope of Services.** Contractor shall provide the Services to the Village as described in **Exhibit A**, a copy of which is attached hereto and incorporated herein by reference. Contractor shall provide the Services without any sub-contractors and will provide proper supervision and supervisory personnel in connection therewith.

2. **Term.** This Agreement shall be for a term (“Term”) of twenty (20) months beginning on May 1, 2023, and ending on December 31, 2024.

3. Amount of Compensation. The Village shall pay Contractor for the performance of all Services rendered in twenty (20) equal monthly payments of \$6,006.25 beginning on June 5, 2023 and continuing thereafter on the 5<sup>th</sup> of each month of the Term, subject to the terms and conditions of this Agreement, and in an amount not to exceed in total the sum of \$120,125.00.

4. Independent Contractor. Contractor is an Independent Contractor, having discretion over the means, methods and details of the Services to be performed consistent with the overall goals of the Wellness Program and shall provide all equipment, materials and labor necessary to perform the Services. Contractor shall provide any necessary training of its employees. Contractor shall be responsible for arranging for Workers' Compensation coverage or equivalent for its employees, and shall deliver to the Village a copy of the certificate showing compliance with such laws, if so requested by the Village, and shall comply with the laws applicable in the Village or the State of Ohio.

5. Contract Documents. The following documents comprise the Agreement between the Village and Contractor: this Agreement and all exhibits hereto, the Grant Agreement, the RFP; and the Village's written acceptance of exceptions or clarifications to the RFP, if any ("Contract Document"). Contractor hereby acknowledges that the Village was awarded a Public Safety Wellness Program Grant for the Services and in performing the Services Contractor shall comply with all obligations under the Grant Agreement, RFP, and any addenda and exhibits thereto.

6. Contract Interpretation. The Contract Documents describe the Services to be provided. In addition, Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

7. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

8. Contractor Insurance and Indemnity. Contractor shall furnish the Village with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of Two Million Dollars (\$2,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the Village to be named as an additional insured on the policy. Contractor agrees to fully defend, indemnify and hold the Village harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from, or in any manner connected with, the Services provided under this Agreement.

9. Findings of Recovery. Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of

State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings for Recovery Certification.

10. Termination for Convenience. This Agreement may be terminated at the convenience of the Village upon thirty (30) days written notice; the thirtieth (30th) day after such written notice is provided to the Contractor shall be known as the “Early Termination Date.” In the event of a termination pursuant to the terms of this paragraph, Contractor must continue to provide the services described in this Agreement through the Early Termination Date, and the Village's financial contribution pursuant to the terms of this Agreement shall continue through the Early Termination Date.

11. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

12. Governing Law. This Agreement, and the rights and obligations of the Parties under this Agreement, will be governed by, construed, and interpreted in accordance with the laws of the State of Ohio without regard to conflict of laws principles.

13. Conflicts. In the event any provision(s) of this Agreement conflicts with any provision(s) of any federal, state or local law, the conflict shall be resolved by application of the federal law, state law (if applicable), local law, and then the Agreement, in that order.

[Rest of Page Intentionally Left Blank-Signature Page to Immediately Follow]

**MAYFIELD VILLAGE, OHIO**

\_\_\_\_\_  
Brenda T. Bodnar, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephen Schutt, Council President

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Diane A. Calta, Director of Law  
Mayfield Village, Ohio

**FISCAL OFFICER'S CERTIFICATE**

As the fiscal officer of Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

\_\_\_\_\_  
Ronald C. Wynne, Director of Finance  
Mayfield Village, Ohio

**CONTRACTOR:**

BODIES DONE RIGHT, LLC,  
an Ohio limited liability company

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding an Agreement for goods, services or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Bodies Done Right, LLC.

BODIES DONE RIGHT, LLC,  
an Ohio limited liability company

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

**EXHIBIT A**

Services

EXHIBIT A  
SCOPE OF SERVICES

April 11, 2023

Paul Matias  
Chief of Police  
620 SOM Center Road  
Mayfield Village, OH 44143

Dear Chief Matias:

At Bodies Done Right our mission is to provide a quantifiable, goal-oriented, educational, holistic and practical hands-on approach to wellbeing. Through sound education, scientific principles, and accountability the BDR wellbeing program focuses on the mindfulness of what it takes to live a healthy lifestyle, and our objective is to find ways that help stressed, hardworking employees lead happier, healthier, and more productive lives.

The goal is to have as many people participate as possible in the program. The assessments are a key critical component of the wellness program. Completion of assessments will be significantly communicated. Physical Assessments are ongoing and will be scheduled according to location and individual Department functions.

Assessments – To identify the specific needs and goals of each first responder. Follow up assessments on regular basis to ensure the program continues to meet first responders needs. Eight (8) assessments over the course of the grant

- Baseline Assessment – 60 minutes each person
- Three (3) – Month Assessment – 30 minutes each
- Six (6) - Month Assessment - 30 minutes each
- Nine (9) – Month Assessment - 30 minutes each
- Twelve (12) - Month Assessment - 30 minutes each
- Fifteen (15) - Month Assessment - 30 minutes each
- Eighteen (18) - Month Assessment - 30 minutes each
- Twenty (20) – Month Assessment - 30 minutes each

Subtotal      \$15,625

As history demonstrates, there is a need for a variety of on-site group physical activities. This allows for a wider variety of classes including specialized classes etc.

On-Site Training – Emphasis on tactical, aerobic, anaerobic, strength and mobility needs.



- Six (6) hours per week at the Police Station
- Four (4) hours per week at the Fire Station

Subtotal \$62,500

Education - Sessions- to include physical movement and fitness, emotional health, financial health, nutrition, safety, and related issues.

- Monthly education sessions sixty (60) minutes in length covering stress management, nutrition, and physical activity
- Sessions are virtual and recorded for later distribution and posting on YouTube

Subtotal \$2,000

Coaching – dealing with issues that may affect your personal life or work when overwhelmed with life stressors while managing the demands of your job

- Four (4) hours of virtual / in person coaching sessions thirty (30) minutes in length each week
- Times can vary at each location depending on the demand

Subtotal \$25,000

Virtual Training / Nutrition / Mindfulness – allowing you to have the tools at your fingertips to continue your physical, nutritional, and emotional wellbeing anytime, anywhere

- Monthly subscription to Physical Training App
- Monthly subscription to Nutrition APP
- Monthly subscription to Mindfulness / Stress APP

Subtotal \$15,000

Mayfield Village will receive customized reporting that will include reports during the program on utilization; reports at the post assessment periods on the gains made by participant stratified by department (age and gender may also be reported if desired); reports showing decreases in medications; and any report requested based on any of the data we are capturing.

The cost for the above referenced services is \$120,125.

\$120,125 broken into twenty equal payments billed monthly at \$6,006.25