

PROPOSED: 09/06/2022

RESOLUTION NO. 123-2022 (F), *First Reading*

By Council President Hart

A Resolution authorizing and directing the Mayor to enter into a contract with TimeZero Enterprises for Council retreat facilitation services, increasing Council's budget to provide funds for said contract and for incidental expenses; and declaring the necessity that this Resolution become immediately effective as an emergency measure.

WHEREAS, this Council determined to hold a retreat meeting and discussion at City Hall, open to the public, on Saturday, October 1, 2022, and to utilize the services of a moderator at such meeting to facilitate discussion of topics selected by the Council as being relevant to Council's ability to function effectively in furtherance of the public interest; and

WHEREAS, following an informal search for a moderator with experience working with boards, commissions and public entities on similar projects, the Council President determined that Mrs. Sally Breyley Parker of TimeZero Enterprises possessed the requisite experience and appropriate demeanor for the assignment, and requested that Mrs. Sally Breyley Parker facilitate the October 1, 2022 Council Retreat, to be held from 9:00 a.m. to 4:00 p.m.; and

WHEREAS, the services performed or to be performed by TimeZero Enterprises and Mrs. Breyley Parker include: conducting interviews of Council members prior to the retreat in order to understand the issues that are of importance to individual Council members, working with the Council President on the agenda for the retreat, attendance and moderation of the discussion at the retreat, and preparation of a summary report for Council of the October 1<sup>st</sup> session; and

WHEREAS, TimeZero Enterprises submitted a proposed contract addressing the provision of the above-described services, in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00); and

WHEREAS, this Council believes that the terms of the proposed contract are fair and reasonable in relation to the time and work contributed and to be contributed by TimeZero Enterprises; and

WHEREAS, under Article IV, Section III of the Charter of the City of Cleveland Heights, the Mayor "shall execute on behalf of the City all contracts ... and all other instruments to which the City is a party."

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby finds and determines that the contract submitted by TimeZero Enterprises, having been approved as to legal form by the City's Law Director, is fair and appropriate in relation to the services provided and is in the best interests of the City and its

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residents.

SECTION 2. This Council hereby authorizes and directs the Mayor to enter into a contract with TimeZero Enterprises, substantially in accordance with the contract attached hereto as Exhibit A, for the retreat moderation services provided, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00). This Council further authorizes and directs the payment of miscellaneous expenses related to the retreat such as food and beverages in an amount not to exceed Two Hundred Dollars (\$200.00).

SECTION 3. Certain subparagraphs of Ordinance No. 139-2021 (F) relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2022 be, and the same hereby are increased, decreased and/or transferred in the amounts set forth in Exhibit B, to provide funds necessary for the City to discharge its obligations under the contract with TimeZero Enterprises and to pay for incidental expenses related to the retreat.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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, including Section 121.22 of the Ohio Revised Code.

SECTION 5. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 6. It is necessary that this Resolution become immediately effective as an emergency measure for the immediate preservation of the public peace, health or safety of the City, such emergency being the need to timely engage and compensate TimeZero Enterprises for work performed for the City at the request of the City Council. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.



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MELODY JOY HART  
President of Council

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ADDIE BALESTER  
Clerk of Council

PASSED: 09/06/2022

Presented to Mayor: 09/07/2022

Approved: 09/09/2022



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KAHLIL SEREN  
Mayor

Exhibit A.



August 16, 2022

Melody Joy Hart  
Cleveland Heights City Council President  
City of Cleveland Heights  
Cleveland Heights, OH 44118

SUBJECT: Contract to Facilitate a Cleveland Heights City Council Retreat

Dear Melody,

TimeZero Enterprises (the Consultant) is pleased to present this contract for facilitation services for a City Council retreat to be held in the fall of 2022.

### Retreat Objectives

Based upon our conversation and other communications, it is my understanding that the objective for the retreat is three-fold:

1. Help improve the effectiveness of the relationships between council members so that members are better positioned to do the work of Council for the City.
2. Develop and agree to a set of City Council rules that establish parameters and provide guidelines for Council member communications (internal and external), dialogue, deliberations, and decision-making.
3. Time permitting, begin to formulate high level Council priorities, building on the vision recently developed by the Council.

### Proposed Approach & Service Scope

Based upon the above outline of meeting objectives, the Consultant proposes the following basic steps:

1. Confirm Scope and Approach: The Consultant will meet with the City Council leadership to confirm work scope and approach.
2. Interview Council Member: The Consultant will conduct one-on-one 30-minute confidential virtual interviews with all council members to gain a deeper understanding of council member perspectives, aspirations, and concerns related to City Council rules, identity, and roles. All interviews will follow the same protocol of questions developed in concert with Council leadership. Upon the completion of all interviews, the consultant will prepare a thematic summary highlighting common ground, important differences, and key tensions for the City Council to address. The thematic summary will be shared with Council members prior to the retreat.



3. City Council Retreat Facilitation: The consultant will facilitate the equivalent of a 3/4 day to full-day in-person retreat designed to advance the three-fold retreat objective stated on page one. Generally, the retreat will be organized as follows:

- Getting Started:
  - Welcome and introductions
  - Purpose, process, and outcomes
  - Shared ground rules / norms
- Enhancing Council Member Relationships: The consultant will kick-off the retreat by introducing relevant team / relationship building tools and practices to support team members in developing more positive and effective relationships.
- Establishing Rules: Establish and adopt a set of City Council rules as guidelines for Council member communications (internal and external), dialogue, deliberations, and decision-making. While the Council is developing the rules, the Consultant will encourage and guide council members to practice positive team building and relational skills.
- Formulating High Level Priorities: Time permitting and building on the vision recently developed by the Council, members will begin to formulate high-level priorities for the Council. While the Council is doing this work, the Consultant will encourage and guide council members to practice positive team building and relational skills.
- Closing Out: Summary and next steps. Purpose, process, and outcomes

Facilitation will support productive engagement by council members and aim to keep discussion focused on the retreat objectives.

4. Retreat Follow Up:

Following the retreat, the Consultant will provide a summary of retreat outcomes and decisions and issue to Council members for review. The Consultant will also be available to meet with Council leadership following the retreat to review outcomes of the meeting, address any next steps, etc.

## Terms and Conditions

Fees for professional services described herein will be Seven Thousand Five Hundred Dollars (\$7,500.00).

One invoice will be issued upon the completion of the retreat. Payment is due upon receipt of invoice.

Conditions and exceptions are as follows:

1. TimeZero copyrighted materials and IP used during this engagement must remain the property of TimeZero and retain the TimeZero copyright.



2. Reproduction and distribution of TimeZero copyrighted materials and IP for use in other initiatives, trainings, events and consulting engagements is expressly forbidden without written TimeZero permission.
3. TimeZero copyrighted materials and IP must not be shared with or distributed to any external contractor or consultants at any time.

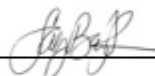
### Conclusion

Thank you again Melody for the opportunity to present this proposal to you. I look forward to an opportunity to work with you and the Council. To serve as our agreement, please sign and return this contract to me electronically at [sally.bparker@timezeroenterprises.com](mailto:sally.bparker@timezeroenterprises.com).

This Agreement will represent our total agreement and supersedes any prior representations. Any amendment will be in writing and signed by both parties. Either party, upon written notice, may terminate this agreement, should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In this case, TimeZero will be compensated for all services performed before the termination date, together with all reimbursable expenses then due.

To indicate your approval of the scope of work, fees, conditions, and terms, please below:

Submitted by TimeZero Enterprises LLC:

Name  Title Co-Founder Date 08/16/22

Accepted by Cleveland Heights City Council

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_