

Council Meeting of
August 21, 2007

Honorable Mayor and Members
Of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Community Development—Consulting Services Agreement
with R. Scott Adams for Strategic Plan Consultation and Facilitation
Expenditure: \$47,200**

RECOMMENDATION

The Community Development Director recommends that the City Council approve a consulting services agreement with R. Scott Adams in the amount of \$47,200 for consultation and facilitation services for the Strategic Plan update.

FUNDING

Funding is available in FEAP 366 Strategic Plan Project.

BACKGROUND AND ANALYSIS

On February 6, 2007, your Honorable Body concurred with the outline for the Strategic Plan Renewal process. There will be three consulting services agreements coming forward this evening for your approval: the Planning Center, for the updated Community Profile and Environmental Scan; FMMA, for the statistically valid public opinion phone survey, and the subject agreement with R. Scott Adams, who will be providing consultation and facilitation services for the update and renewal process. These three Consultants will provide the professional services necessary to complete the Strategic Plan renewal.

The City of Torrance first adopted its Strategic Plan in 1996. The Plan was based on extensive community input, including both the residential and business communities, by means of phone surveys and focus groups, as well as a Committee designated to receive the information and process it into a Strategic Plan for the City. The Strategic Plan set out those issues of greatest importance to the community and its identity through a series of priorities and goals.

The Strategic Plan was updated in 1999, making use of a process very similar to the one used in the development of the original plan. At that time, it was determined that the priorities and goals of the original Strategic Plan continued to reflect the needs of the Community.

The current Strategic Plan Update and renewal is designed to work in tandem with the General Plan revision, and provide additional information and insight to the General Plan process, as well as to ensure that the Strategic Plan continues to reflect the vision, ideals and values of the City and its residents.

The Consulting Services Agreement with R. Scott Adams will provide continuity to the Strategic Plan Process, as Mr. Adams was involved in creation of the original plan, and served as facilitator for the 1999 renewal. He will provide facilitation services to the Strategic Plan Committee, to ensure that they are able to process the information presented to them and form that information into a coherent and cohesive Strategic Plan. In addition, he will be working closely with staff behind the scenes to ensure that the process goes smoothly, that all pertinent information is presented to the Committee in easily understandable format and that the activities of the Committee are accurately documented and reflect the intent of the Committee.

Staff therefore recommends approval of the Agreement with R. Scott Adams for provision of consulting and facilitation services for the Strategic Plan Update and renewal.

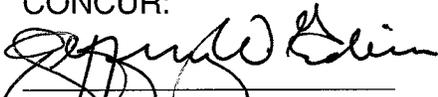
Respectfully Submitted,

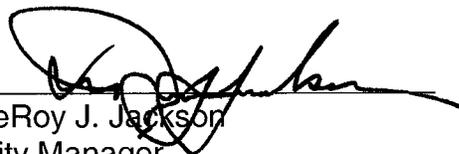
Jeffery W. Gibson
Community Development Director

By 

Linda Cessna
Deputy Community Development Director

CONCUR:


Jeffery W. Gibson
Community Development Director


LeRoy J. Jackson
City Manager

ATTACHMENTS:

- A. Proposal
- B. Consulting Services Agreement

R. Scott Adams, Consultant

26491 Bluebell Street
Sun City, CA 92586

951.672.1793 rscottadams@verizon.net

August 13, 2007

Ms. Linda Cessna,
Deputy Community Development Director
Community Development Department
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

**Re: Proposal for facilitation services for the update of
the City of Torrance Strategic Plan**

Dear Ms. Cessna,

Thank you for contacting me regarding the opportunity to provide services as facilitator to the City Council's appointed Strategic Plan Committee for the upcoming review and renewal of the City's Strategic Plan.

As a former member of the City of Torrance management team, I'm excited about the prospect of further involvement with the City on this important project.

I submit the following proposal based on our previous discussion and my review of:

- City of Torrance Agenda Item 10B, February 6, 2007 – “Timeline and Process for Renewal of the City of Torrance Strategic Plan.”
- Draft City of Torrance Agenda Item for the meeting of August 21, 2007, re Strategic Plan Committee, and Revised Timeline for Renewal of the City of Torrance Strategic Plan.
- Information you provided from “The Planning Center” regarding the Strategic Plan renewal process.
- Information you provided regarding data collection and telephone survey techniques.
- My own data and notes from my involvement in the initial creation of the City of Torrance Strategic Plan, while serving as Fire Chief for the City of Torrance.
- My own data and notes from my role as Consultant while facilitating the 1998-1999 Strategic Plan update cycle.

ASSUMPTIONS:

- My principal role is as facilitator to the City Council appointed Strategic Plan Committee, to guide and assist them in formulating their recommendations for the update and renewal of the City of Torrance Strategic Plan.
- Due to the comprehensive nature of this renewal cycle, it is imperative that the facilitator be intimately familiar with the data collection and public input processes conducted pursuant to the renewal effort. As part of my responsibilities I assume ongoing involvement with City Staff during the data gathering, analysis, formatting, and presentation efforts.
- I will be included in City Staff planning efforts regarding the overall renewal process, especially as they may relate to the duties and responsibilities of the Strategic Plan Committee, its meetings, agendas, events, etc., and will be expected to provide input and guidance into the formulation of the above.
- As facilitator I will have an assigned team of at least two City Staff members (the facilitation team) to assist my efforts as needed for work preparatory to the Committee meetings, for duty as “scribes” during the actual facilitation process, to transcribe and transmit Committee work product to the City’s project management staff, and as staff support as you see fit for the actual revision of the Strategic Plan document as proposed by the Committee.
- The City of Torrance will provide normally expected office supplies and equipment on site for the Committee Meetings, and other supplies as necessary for the facilitation process.
- The physical “set up and tear down” work for the Committee meeting location(s) will be provided by City Staff under my general direction.
- The City agrees to provide a team building warm up exercise for the Strategic Plan Committee via a suitable professional such as “Michael C. Brown and Associates,” similar to that utilized in the 1998-99 update process.

PROPOSAL:

Contract period: September 1, 2007 through June 30, 2008.

R. Scott Adams (Consultant) will provide a lead facilitator function for all meetings of the City of Torrance, City Council appointed, Strategic Plan Committee (Committee). The purpose of this facilitation is to guide and assist the Committee as it fulfills its role to review the existing City of Torrance Strategic Plan and provide recommendations to the City Council for the update and renewal of the plan for the next planning period.

The facilitation will include, at minimum:

- Orientation to the project, the function role and responsibilities of individual Committee members, and “rules of good order” for the Committee.
- Liaison, scoping duties, and assistance to the outside resource conducting the team building exercise cited in the ASSUMPTIONS, above.
- Facilitation of a SWOT Analysis exercise to help the Committee analyze and assimilate the data they have received from the City’s public participation and data gathering efforts.
- At all Committee Meetings – To serve as a logical, neutral, “user friendly” guide, “master of ceremonies” and frame of reference provider for the review, discussion, consensus building, and formulation of recommendations the Committee is tasked to perform.

In addition to the facilitator function, the Consultant will be available to attend and participate in any meetings of City Staff pursuant to the planning, review, formatting and presentation of the public participation and data gathering efforts conducted pursuant to the City of Torrance Strategic plan during the contract period. Such participation is intended to both assist the City with these efforts as needed, and to equip the Consultant with intimate knowledge of underlying information relevant to the update of the Strategic Plan and his facilitation function.

The Consultant will review, debrief, forecast, and plan with City Staff as necessary to assure a smooth ongoing and efficient work process for the Committee.

The Consultant will dedicate and expend the time necessary for personal review of efforts to date, and for in-process preparation and planning to assure a smooth ongoing and efficient work process for the Committee.

The Consultant will guide the facilitation team, on a regular basis, in the process of understanding, transcribing, and formatting the Committee’s work product into informal reports to the Committee for their “confirmation of intent.” The Consultant will also assist City Staff in the creation of progress reports to the City Council, and in the creation of the final proposed “revised Strategic Plan document” for the Committee’s approval and its subsequent transmittal to City Council for formal Council approval.

The Consultant will assist City Staff, as deemed appropriate, in the Committee’s presentation of the proposed revised Strategic Plan to the City Council at a public meeting of the City Council.

FEES:

This proposal is based upon an estimate of 320 hours of consultant time, at an hourly rate of \$135., to be expended on the project, exclusive of travel time. The Consultant proposes this total compensation of \$43,200.00 as a "fixed fee" for the project, and agrees to expend whatever additional hours may be required, within the contract period, to successfully complete the project without additional charge to the City.

Payment of fees will be made upon Consultant's submission of an invoice to the City subsequent to the execution of a City approved contract.

Reimbursement for expenses incurred by the Consultant, shall be made on a monthly basis upon submission of claims as directed by the City. Total reimbursement for expenses during the project period shall not exceed \$4,000.

This proposal is predicated on the City's agreement to waive the usual consultant's contract insurance requirements, except for automobile insurance requirements.

It is my hope that I may be of assistance with this important project. I believe that I possess the skill set necessary to provide excellent facilitation for the Committee. In addition I bring to the table both knowledge of, and respect for the City of Torrance and its core values.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "R.S. Adams", followed by a long horizontal flourish line.

R. Scott Adams, Consultant

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of August 21, 2007 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and R. SCOTT ADAMS, an individual ("CONSULTANT").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to assist the CITY with updating the CITY's Strategic Plan.
- B. CONSULTANT represents that he is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2008.

3. COMPENSATION

- A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$43,200 plus reimbursement expense of \$4,000 for a total of \$47,200 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

- A. Termination by CITY for Convenience.

- 1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders,

employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Linda Cessna is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the

City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

R. Scott Adams

9. INDEPENDENT CONTRACTOR

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. BUSINESS LICENSE

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

[INTENTIONALLY DELETED]

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

a. Primary Bodily Injury with limits of at least \$100,000 per person, \$300,000 per occurrence; and

b. Combined single limits of \$500,000 per occurrence.

B. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

18. SUFFICIENCY OF INSURERS AND SURETIES

[INTENTIONALLY DELETED]

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request,

influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
 6. Addresses for purpose of giving notice are as follows:

CONSULTANT:	R. Scott Adams 26491 Bluebell Street Sun City, CA 92586 Fax: 951-672-1793
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931
- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

R. Scott Adams
Consultant

Frank Scotto, Mayor

By: _____
R. Scott Adams
Consultant

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A
SCOPE OF SERVICES

- I. **Services.** R. Scott Adams will be available for the period September 1, 2007 through June 30, 2008 to provide the following services related to the update of the City of Torrance Strategic Plan:
- A) Meet with City Staff as required for project scope refinement and coordination.
 - B) Familiarization with the data collection and review processes conducted pursuant to the 2007-2008 City of Torrance Strategic Plan update.
- To include:
- Meetings with City of Torrance staff as required for coordination of the data collection, formatting, and presentation process;
 - Focus Group process and formatting results for presentation / facilitation
 - Review and digest all data collection results as facilitation preparation;
- C) Work with City Staff to create a general project plan, and meeting specific agendas for the Steering Committee's work.
 - D) Facilitation of the Strategic Plan Steering Committee work efforts:
 - i. Attend all meetings of the Strategic Plan Steering Committee:
 - 1. Inauguration
 - 2. Data presentation
 - 3. Team building exercise
 - 4. All Committee work sessions
 - 5. City Council meetings as appropriate
 - ii. Provide dynamic leadership facilitation for the Strategic Plan Steering Committee's work process from inauguration to final presentation of the updated City of Torrance Strategic Plan to the City Council for approval:
 - 1. Data review sessions
 - 2. SWOT Analysis
 - 3. All efforts related to the review, revision, and update of the City of Torrance Strategic Plan, including:

- Vision, Mission, Values statements
- Strategic Priorities
- Goals and Sub-goals
- Action / Implementation Plans

II. Term.

The proposed timeline for the scope of services is as follows:

August 2007	Appoint Strategic Plan Committee
September- December	Data collection including Focus Groups, Phone Survey, Economic and Demographic updates.
October 2007	Workshop meeting with Strategic Plan Committee Review Original Plan and renewal, work plan and timelines Determine Committee rules of order
January- February 2008	Committee review of Values, Mission and Vision Statements
March- May 2008	Strategic Plan Committee assesses key issues and recommends new 10-year Plan addressing Strategic Priorities, Goals, Action Plans and Future Review
June 2008	Renewed Strategic Plan forwarded to Council for Approval

EXHIBIT B
COMPENSATION SCHEDULE

Consultant shall be paid an hourly rate of \$135 for 320 hours for a total of \$43,200, plus reimbursement for business expenses incurred to a maximum of \$4,000.

City agrees to Pay R. Scott Adams, and R. Scott Adams agrees to accept, as full compensation for the services to be performed pursuant to this Agreement, the sum of \$43,200. due following the signing of contract and presentation of invoice by Consultant. However, City notes the 320 hour projection is an estimate of consultant hours required to complete the project. To the extent that additional hours for full community involvement and completion of the project becomes apparent, Consultant agrees that no additional charges for time expended will be billed to the City during the term of the contract.

Payment to R. Scott Adams for business expenses shall be made in the following manner. On a monthly basis, R. Scott Adams shall submit an invoice, in a manner approved by the Finance Department of the City of Torrance, with attached receipts for such expenses. Materials, supplies, and staff support shall be provided by the City.