Council Meeting of
May 11, 2010

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

Members of the Council:

SUBJECT: City Manager - Approve Contract Amendment with El Camino College District for training services

Expenditure: $129,000

RECOMMENDATION

Recommendation of the City Manager that City Council approve contract amendment with El Camino College District (C2009-070) for CORE training services for an additional amount of $129,000 with a new not to exceed total contract amount of $259,000 and to extend the contract through June 30, 2011.

Funding

Funding is available in the City Manager Office's training operating budget

Background

The City Council approved funding for the creation of a city-wide training and development program in Fiscal Year 2006-07. The objective of the program is to invest in: a) readying employees for advancement within the organization, b) continued education for supervisors and managers, and c) enhancing current work techniques for all employees which will in turn deliver quality services to our community.

Based on the research from both external training programs and the input received from our organizations' employees, the training staff designed the Torrance University Training and Development Program anchored with three components: basic training (CORE), technical training and supervisory development (GEAR UP), and leadership development (STEP UP). Additionally the program was designed to align with the priorities and goals of the strategic plan, and the community's mission, vision, and values statements were considered to ensure training alignment.

On April 7, 2009, City Council approved a 15 month contract with El Camino College District in the amount of $130,000 to provide CORE training in the areas of: customer service, communication and ethics. The other components of CORE include: municipal governance and budget which is taught by City staff.

The training program was launched in the Summer of 2009. Both the Summer and Fall sessions of 2009 were considered pilot sessions designed to refine and enhance program based on participant feedback. The classes are now at full capacity. It is anticipated that it will require a two and a half year period for 1,400 employees to complete the CORE training for a total cost of $259,000.

ANALYSIS

As of March 2010, a total of 250 employees completed CORE training. A total of 116 employees are currently enrolled in CORE training. By June 30, 2010, it is anticipated that El Camino College District will have met a CORE training goal of 26%.

One of the goals of the training program is to ensure staff is aware of City services and how to access them. The training allows for employees to interface with other departments and learn about every department and the services provided. This will assist them in giving accurate information to the community the first time. During the first year of the training program, the training team made modifications and enhancements to the program based on feedback from employees and the Ethics committee. Some changes included: more scenarios specific to the City of Torrance, realistic situations with difficult customers and the best way to serve them and ethical situations city employees would encounter in the community.

The contract amendment submitted before Your Honorable Body is to extend the El Camino College contract for CORE training for the next fiscal year from July 1, 2010 through June 30, 2011 for an additional amount of $129,000 with a new not to exceed total contract amount of $259,000.

Respectfully submitted,

LeROY JACKSON
CITY MANAGER

By Mary Giordano
Mary K. Giordano
Assistant City Manager

By Eleanor B. Jones
Eleanor B. Jones
Management Associate

By Viet Hoang
Viet Hoang
Management Associate

By Kelli Lee
Kelli Lee
Sr. Human Resources Analyst

CONCUR:

LeRoy J. Jackson
City Manager

Attachments: A) El Camino Community College Consulting Service Agreement Amendment
B) El Camino Community College Consulting Service Agreement (C2009-070)
C) Copy of Council Item approving CORE Training

AMENDMENT TO AGREEMENT C2009-070

This Amendment to Agreement C2009-070 ("Amendment") is made and entered into as of _____ ("Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and El Camino College District ("CONSULTANT").

RECITALS:

A. The CITY and CONSULTANT entered into an Agreement on April 7, 2009 whereby the CONSULTANT agreed to provide training services on ethics, customer service, and communication.

B. The CITY is satisfied with the work performed by the CONSULTANT.

C. Both the CITY and CONSULTANT are agreeable to extending the term of the Agreement through June 30, 2011.

D. Both parties wish to amend the contract to add an additional $129,000 to the existing contract.

AGREEMENT:

1. Paragraph 2. TERM is amended in its entirety to read as follows:

"**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, 2011."

2. Paragraph 3. A CONSULTANT'S Fee is amended in its entirety to read as follows:

"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 to the original agreement, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $259,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

3. Paragraph 8. CONSULTANT REPRESENTATIVE(S) is amended in its entirety to read as follows:

"**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:
Jose Anaya

4. Paragraph 20. A. 6. is amended in its entirety to read as follows:

Addresses for purpose of giving notice are as follows:

CONSULTANT: Jose Anaya
Dean
Community Advancement & Business Training Center
El Camino Community College District
13430 Hawthorne Boulevard
Hawthorne, CA 90250
Fax: (31) 973-3158

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970

5. 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.

6. In all other respects, the Agreement dated April 7, 2009 between the CITY and CONSULTANT is ratified and reaffirmed and is full force and effect.

CITY OF TORRANCE
A Municipal Corporation

_____
Frank Scotto, Mayor

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

El Camino College District

_____
Rocky Bonura
Director of Business Services

Attachment B

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of April 7, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and El Camino Community College District, ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide training services on ethics, customer service, and communication.

B. CONSULTANT represents that it 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, 2010.

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 the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $130,000 ("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.

C2009-070

ORIGINAL COPY

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**

Mary K. Giordano 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:

Cristallea K. Byun

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

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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 $500,000 per person, $1,000,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Professional liability insurance with limits of at least $1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

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

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of

any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

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:	Cristallea K. Byun El Camino Community College District 13430 Hawthorne Blvd. Hawthorne, CA 90250 Fax: (310) 973-3158
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

Frank Scotto, Mayor

ATTEST:

Sue Herbers
City Clerk

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

By:

El Camino Community College District

By: MAY 19 2009
Rocky Bonura
Director of Business Services

Attachments: Exhibit A Scope of Services
Exhibit B Compensation Schedule

Revised: 10/29/2008

EXHIBIT A

SCOPE OF SERVICES

El Camino Community College District will provide a series of training classes to the City of Torrance employees. The series will consist of one level of ethics, two levels of customer service, and two levels of communication classes. Each of the classes will be four hours in length. A total of 20 classroom hours completes the series for each employee.

EXHIBIT B

COMPENSATION SCHEDULE

CONSULTANT will be paid $3700 per each session ($185/hour). Each session will consist of five classes (one level of ethics, two levels of customer service, and two levels of communiciation). Each session will be four hours in length with a capacity of 25 participants. This rate will include professional fees and training materials.

Attachment C

Council Meeting
April 7, 2009

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

Members of the Council:

SUBJECT: City Manager – Approve a Contract with El Camino Community College for CORE Training Services

Expenditure: Not to exceed $130,000

RECOMMENDATION

Recommendation of the City Manager that City Council approve a contract with El Camino Community College for CORE training services for an amount not to exceed $130,000 through June 30, 2010.

Funding

Funding is available in the City Manager Office's training operating budget.

BACKGROUND AND ANALYSIS

The City Council approved funding for the creation of a city-wide training and development program in Fiscal Year 2006-07. The objective of the program is to invest in: a) readying employees for advancement within the organization, b) continued education for supervisors and managers, and c) enhancing current work techniques for all employees which will in turn deliver quality services to our community.

In Fiscal Year 2007-08, a Training Team was established and tasked with developing a comprehensive program. During this year, the Training Team conducted research of external organizations that have a training program to compare training industry standards and best practices. Following the external survey, the Team met with employee groups and management to identify current and anticipated training needs of the City's workforce. Additionally the program was designed to align with the priorities and goals of the strategic plan, and the community's mission, vision, and values statements were considered to ensure training alignment.

Based on the research from both external training programs and the input received from our organizations' employees, the training staff designed the Torrance University Training and Development Program anchored with three components: basic training (CORE), technical training and supervisor development (GEAR UP), and leadership development (STEP UP).

- **CORE** Training is the foundation of the city wide training and development program. It provides the essential elements for City employees to enhance delivery of quality service. The courses will include customer service, communication, ethics, and municipal governance.

- **GEAR UP** is a part of the program designed for career path development for employees interested in pursuing a supervisorial position with classes to enhance technical skills, meet industry specific certifications, and teach supervision principles and practices.

- **STEP UP** is targeted to employees who have career goals in management and executive roles. The educational opportunities will cover topics which have an impact on the organization, such as legislation, economic outlook, and skills to develop their staff.

  Note: The GEAR UP and STEP UP curriculum are under development.

During the course of Fiscal Year 2008-09, the training model and draft curriculum was presented to the employee groups and executive staff to solicit feedback that the program content was relevant. CORE is ready for implementation as noted. GEAR UP is in the planning phase for projected implementation in Spring 2010.

Staff has spent an intense effort into developing CORE Training to ensure curriculum that has been customized to meet the needs of the City of Torrance. Over ten training proposals were reviewed for content, training format, experience, costs, references and history with the city. Each vendor participated in an interview process with the Training Team. As a result of these efforts, El Camino Community College is recommended to deliver training in the areas of customer service, communication and ethics because of their expertise. City staff will instruct the course on municipal governance.

Staff is prepared to implement CORE Training, the first phase of the Torrance University Training and Development Program. The cost for El Camino Community College to train 1,400 employees is $259,000. It is anticipated that it will require a two-year period for 1,400 employees to complete the CORE series. The contract submitted before Your Honorable Body for approval is to allocate $130,000 for the first 15 months of implementation through the end of the Fiscal Year 2009-10.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By Mary Giordano
Mary K. Giordano
Assistant City Manager

By Eleanor Barthe-Jones
Eleanor Barthe-Jones
Management Associate

By Viet Hoang
Viet Hoang
Sr. Human Resources Analyst

By Kelli Lee
Kelli Lee
Sr. Human Resources Analyst

CONCUR:

Mary Giordano
LeRoy J. Jackson
for City Manager

Attachments: A) El Camino Community College Consulting Services Agreement
B) CORE Training Curriculum
C) Draft CORE Training Program Brochure (Limited Distribution)
D) Copy of City Council Item Approving Training

Attachment A

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and El Camino Community College District, ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide training services on ethics, customer service, and communication.

B. CONSULTANT represents that it 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, 2010.

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 the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $130,000 ("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**
Mary K. Giordano 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:

Cristallea K. Byun

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**

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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 $500,000 per person, $1,000,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Professional liability insurance with limits of at least $1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

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

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of

any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

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:	Cristallea K. Byun El Camino Community College District 13430 Hawthorne Blvd. Hawthorne, CA 90250 Fax: (310) 973-3158
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

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

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

By:_____

El Camino Community College District

By:_____
Rocky Bonura
Director of Business Services

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 10/29/2008

EXHIBIT A

SCOPE OF SERVICES

El Camino Community College District will provide a series of training classes to the City of Torrance employees. The series will consist of one level of ethics, two levels of customer service, and two levels of communication classes. Each of the classes will be four hours in length. A total of 20 classroom hours completes the series for each employee.

EXHIBIT B

COMPENSATION SCHEDULE

CONSULTANT will be paid $3700 per each session ($185/hour). Each session will consist of five classes (one level of ethics, two levels of customer service, and two levels of communiciation). Each session will be four hours in length with a capacity of 25 participants. This rate will include professional fees and training materials.

Attachment B

CITY OF TORRANCE
TRAINING PROGRAM
TORRANCE UNIVERSITY
CORE CURRICULUM

Topic: Municipal Governance

Description: This beginner's course provides an overview of Torrance's local government structure and the City's budget process in simple terms. It will give you an insider's perspective on the roles and relationship of the City Council, Commissions, Citizens, Employees; and fundamentals of the City budget and what it means to you. After completing this course, you will have a better understanding of how our local government works.

Course Content:

Council Relations

- City of Torrance Then & Now
- Basic City Organization
  - Basic City Organization Chart
  - Form of Government---Mayor/City Council/City Manager
- Mission, Vision, Citizen Preamble and Values
- Charter vs. Incorporated City or General Law vs. Charter Cities
- Roles and Responsibilities (Elected Officials, appointed Officials, City Departments, Commissions, Employees and Citizens)
- A Full Service City

City Budget Basics

- City Budget Overview
- City Operations (Types of Funds: General, Special Revenue, Enterprise, Internal Service, Trust & Agency, Debt Service and Capital)
- Budgeting
- Major Revenue Sources---General Fund
- Budget Highlights
- Distribution of Property Tax
- General Fund Operating Budget by Function
- Operation Budget Summary
- What does the budget mean to the employee?

Topic: Workplace Ethics

Description: City staff members encounter situations that challenge you to "do the right thing". This workshop will discuss the various ethical dilemmas that you may face as a public employee. This practical, yet thought provoking course is designed to further assist you with the tools needed to make the "right" choices. Emphasis will be placed on how values influence actions and how you can evaluate your own behavior.

Course Content:

- Definition of ethics
- Common ethical dilemmas in the public sector
- Checklist for determining if an action is ethical
- Why people do wrong
- Steps for greater ethical decision making
- City expectations: Ethical Values, Gift & Gratuity Policy

Topic: Customer Service 101
Description: Customer service is an important part of providing excellent service to our external (the public) and internal (employees) customers. This course helps you refine your customer service skills through listening, communicating verbally and in body cues, and using your resources.

Course Content:
- Benefits of quality customer service
- Five dimensions of quality service
- Differences in public and private sector customer service
- Reducing bureaucracy for better service
- Roles and responsibilities of being a public servant
- Five steps to treating a customer like a guest

Topic: Customer Service 102
Description: Customer service is easy to deliver when everything is going right. But the true test of how well you provide service is when you have a challenging customer. This course helps you identify some different types of difficult internal and external customers, and provides you techniques on how to best resolve their problem.

Course Content:
- Review of quality customer service
- Identifying the customers
- Serving external customers including businesses and residents
- Serving internal customers including employees and elected officials
- Improving teamwork
- Empathizing with guests
- Identifying needs of difficult guests and providing them with excellent service
- Develop a customer service action plan, building on strengths and implementing new ideas

Topic: Communication 101
Description: In our dynamic organization, employees will work with a variety of people who have different ways of communicating. This course is designed to provide techniques in effectively getting along with other people in order to help you do your job. In this workshop, you will learn elements of key effective communication, including verbal and nonverbal communication. You will also learn the role listening plays for optimal communication.

Course Content:
- Explore a basic communication model
- Identify common barriers to effective communication
- The critical role good communication plays in customer service
- Nonverbal communication – body language, gestures, tone of voice
- Communicate with a positive attitude
- Improve listening skills

Topic: Communication 102
Description: This interactive session introduces the basic behavior styles to help you better communicate with those you work with, live with and serve in the public. You will learn how to identify and understand your own and others' communication styles and help you relate with other people. This session helps you learn how to manage stress when dealing with people in difficult situations. Conflict in the workplace can result from a variety of causes, such as differing ideas, values and goals. In this workshop, conflict will be examined as a normal part of work life and methods of creatively handling conflict to achieve successful resolutions will be explored.

Course Content:
- Review basic communication model
- Different communication styles
- Communicating with team members
- Dealing with miscommunication
- Develop a communication plan, building on strengths and implementing new ideas

Attachment D

Council Meeting of
May 9, 2006

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

Members of the Council:

SUBJECT: Organization of the Community Development Department

RECOMMENDATION

It is the recommendation of the City Manager that the City Council approve the proposed form of organization for the Community Development Department; and, the proposed investment of organization savings into training and development of City employees.

BACKGROUND

Last fiscal year City Council held two public hearings with the first held on June 7, 2005 and the second held on June 14, 2005 to consider the City Manager's proposed budget for fiscal years 2005-07. The budget actions recommended for fiscal year 2005-06 included a reduction of $868,339 in the General Fund to bring appropriations in line with projected revenues. Contingency reductions in the amount of $1,275,322 were also presented for consideration as a means to mitigate further budget impacts as necessary.

Included within the recommended reductions was a proposal to revise divisional responsibilities and clerical positions in the Community Development Department by:

- Reallocation of 1 Principal Planner Mgmt Level 2 position ($147,000) to Planning Supervisor w/premium ($119,350) for a net savings of $(28,350)
- Deletion of 1 Secretary position (60,600)
- Deletion of 1 Typist Clerk position (52,000)

for a total savings of $140,950 in labor costs.

The City's budget was presented to Council for adoption at the meeting of June 21, 2005. The recommended budget for adoption was inclusive of the labor savings from the Community Development Department.

At the meeting of June 21, the reductions to the Community Development budget were reconsidered by Council based on further input from citizens, employees, dialogue with the Department Director and the City Manager. It was determined by Council to reinstate the value of the deleted secretarial position of $60,600 to the Community Development Department (offset by the reduction of 1 secretary position in Public Works) with direction to the Director to review the organization of the Department in its recently expanded role with the incorporation of the Building and Safety Department, and return to Council with a recommended organizational structure.

ANALYSIS

The Community Development Director has used this year to analyze the Department. He has studied numerous organization models to develop one that will most appropriately reflect management of the duties of the prior Planning Department, the incorporated duties of environment, building regulation and GIS from the former Building & Safety Department, and the upcoming One-Stop Permit Center.

The Director has arrived at a structure that establishes a deputy position for the oversight of development, environmental design, transportation planning, engineering permitting, and housing functions, and a Building and Safety Manager reporting directly to the Director for the oversight of building regulations, inspection and code enforcement, and the One-Stop Permit Center. The revisions to accomplish this are as follows:

➢ Delete 1 Environmental Services Mgmt Level 2 position	$(155,200)
➢ Delete 1 Planning Supervisor w/premium position	(119,350)
➢ Add 1 Deputy Community Development Director Mgmt Level 1 position; the current Environmental Services Manager will lateral into this new position	166,500
➢ Reinstate 1 Secretary position offset by $60,600 reserved budget pending organization structure	0
Organization savings	$108,050

Current and proposed organization charts are attached. The proposed organization structure has been shared with department employees. The Torrance Engineers Association submitted a letter asking for additional specific information which is attached. The response by the Department is also attached.

Investment of Organization Savings in Employee Training and Development

This is the last of the significant organizational revisions that the City has undertaken these past four years. In the process the City Manager and his Department Heads have discovered that the revisions in the organization, combined with the retirement of long-tenured employees, have opened the door to a deep need in the organization for on-going investment in training and development of our employees.

The City Manager recommends allocating the organization savings to training and development for employees of the City. The City has not made a significant on-going investment in readying employees for advancement in the organization, for supporting and continued education for newly promoted supervisors and managers, and in current work techniques for employees. This funding would begin the investment needed for the workforce.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By Mary Giordano
Mary K. Giordano
Assistant City Manager

CONCUR:

Jeffrey W. Gibson
Community Development Director

LeRoy J. Jackson
City Manager

MKG:LJJ/dle

Attachments: A) Proposed Organization Chart
B) Current Organization Chart
C) Letter from Torrance Engineers Association dated May 2, 2006
D) Response from Community Services Director to Letter