

Council Meeting of
August 7, 2007

EXECUTIVE SUMMARY

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

Members of the Council:

SUBJECT: COMMUNITY SERVICES - Approval of a contract for personnel services to staff the Katy Geissert Civic Center Library on Sunday afternoons

The Katy Geissert Civic Center Library offered Sunday hours from FY 1986-87 through FY 1993-94, and again from FY 2001-2003, after which the hours were eliminated due to budget cuts. At the City Council meeting May 22, 2007, the Council funded the restoration of Sunday hours as part of the City's 2007-2009 operating budget. The funding level will enable the Katy Geissert Civic Center Library to be open from 1 p.m. to 5 p.m., with walk-in service only, for 32 Sundays to coincide with the school year.

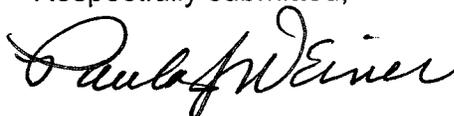
The total expenditure of \$97,000 for the Sunday service program is comprised of the recommended contract amount (not to exceed \$32,000), the City's costs for incumbent library staff, and the City's costs for a Senior Librarian supervisor, custodial support, and a security guard. Staffing for Sundays has traditionally employed the services of a contract agency to fill positions for which library staff has not volunteered. The facility is always supervised by Torrance Library employees.

Past practice has used supplemental MOUs with AFSCME/TLEA providing overtime compensation and a 10% premium for full-time employees volunteering to work. The same rules apply for custodial staff and TPSA Senior Librarian supervisors. A security guard is provided by an outside agency. As Sunday work is voluntary, the amount of the contract vs. incumbent library staff may vary.

Library Administration contacted two library personnel agencies currently providing library staff in the Southern California area – Library Associates and Advanced Information Management (AIM), and both submitted proposals. It is recommended that the City use the services of AIM based on the lower cost and the agency's previous experience furnishing the Torrance Public Library with Sunday staff in FY 2001-02 and FY 2002-03.

The Acting Community Services Director recommends approval of a one-year contract with Advanced Information Management to provide personnel for 32 selected Sundays beginning September 9, 2007 and ending June 15, 2008 in an amount not to exceed \$32,000.

Respectfully submitted,



Paula J. Weiner
City Librarian

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

Members of the Council:

SUBJECT: COMMUNITY SERVICES - Approval of a contract for personnel services to staff the Katy Geissert Civic Center Library on Sunday afternoons

Total Contract Cost: Not to exceed \$32,000

Total Expenditure: Not to exceed \$97,000

RECOMMENDATION

The Acting Community Services Director recommends that the City Council authorize a contract in an amount not to exceed \$32,000 with Advanced Information Management (AIM) to provide contract personnel for the Katy Geissert Civic Center Library for 32 selected Sundays beginning September 9, 2007 and ending June 15, 2008.

Funding

Funding for the total expenditure is available in the Library Division's operating budget for fiscal year 2007/2008.

Contract with AIM -	\$32,000
Torrance Public Library staff -	41,239*
Senior Librarian (City of Torrance) -	9,149
Custodian (City of Torrance) -	11,012
Security Guard (contract) -	<u>3,600</u>
Total:	\$97,000*

*Total may vary depending on the number of City or Torrance personnel vs. contract employees employed throughout the program.

The total expenditure of \$97,000 for Sunday hours at the Katy Geissert Civic Center Library is comprised of the contract amount, which includes a contingency of \$5,000 for additional AIM staff if current Library personnel cannot fulfill their Sunday commitment due to personal emergencies or illness; the City's costs for incumbent library personnel to work on Sunday; and the City's in-house costs for a Senior Librarian, Custodian, Security Guard, and back-up IT staff (\$23,761).

BACKGROUND

The Katy Geissert Civic Center Library has been open for limited Sunday hours during various time periods and under a variety of staffing conditions. From FY 1986-87 to FY 1993-1994, the Library was open from 1 p.m. to 5 p.m. for selected Sundays during the school year, September – June. The number of Sundays ranged from a maximum of 32 to a minimum of 28, depending on the budget available. The Sunday service program was eliminated in FY 1994-95 due to severe budget constraints, and then restored for 24 Sundays in FY 2001-02 and 2002-03, after which the hours were again eliminated due to budget cuts.

Services provided included adult and juvenile reference and reader's advisory service to "walk in" patrons (no telephone reference), circulation of books and audio recordings (no access to the video/DVD collection was offered previously), in-house use of microforms, and access to the building for individual study and research. The Library did not provide use of the Community Meeting Room, or any public programming, as those services would have required additional personnel resources and increased costs.

In September 2006, the City Council and the Library Commission conducted a joint meeting during which topics of community concern were raised, including the possible restoration of Sunday hours of service. Subsequently, the City Council voted at its meeting of May 22, 2007 to fund the Sunday service program as a component of the City's 2007-2009 operating budget, and staff was instructed to implement the program.

ANALYSIS

Staffing

Staffing for Sunday hours of operation has traditionally employed the services of a contract agency in addition to incumbent Library Division employees, with supervision of the on-duty personnel and facility provided by a City of Torrance Senior Librarian. With the City Council's interest in the resumption of Sunday service, in December 2006 Library management conducted a staff survey to ascertain levels of employee interest and availability, with the result that Sunday hours will continue to rely on a combination of in-house and contract personnel. Past practice has used supplemental MOUs with TPSA providing overtime compensation at time-and-one-half with an added 10% premium for Senior Librarians. AFSCME/TLEA has negotiated for full-time library employees with the same overtime premium in place.

A security guard from an outside agency and a City of Torrance custodian (with the same 10% premium) are also required on Sundays, as the building is in full use on three levels. In addition, during the most recent years of operation, staff expressed concerns about Sunday use of the City's emergency call-out list for information technology (IT) support since occasional problems experienced with the Library's automated catalog and circulation system proved disruptive for patrons and staff. The Senior Librarian supervisor will have access to the City of Torrance emergency call-out

For all but the first year of the previous Sunday program (1987-1994), the Library used the services of Library Management Systems, an agency that is no longer in business. From 2001 -2003, Library Administration contracted with a second agency, Advanced Information Management (AIM), that provided needed staff for Sunday hours of operation.

Recently, Library administration contacted the two library personnel agencies currently providing contract staff in the Southern California area, Library Associates and Advanced Information Management (AIM), to obtain proposals. It is recommended that the City use the services of AIM based on its lower cost and the agency's previous experience furnishing Torrance Public Library with staff for the Sunday service program.

Cost

Both library employment agencies were asked to submit proposals using a staff configuration of 15 workers. AIM's proposal for 32 Sundays totals \$60,888, with a cost per Sunday of \$1,712. The plan includes 3 professional librarians, 7 para-professional and clerical employees to staff service desks, and 5 library pages to provide check-in and re-shelving of materials. This configuration insures there will be a minimum of three staff members present on each of the Library's three floors. The proposal also includes training costs (\$6,104) for the entire contract staff. Training will occur in two, four-hour sessions, and will involve a tour of the facility and one-on-one training with library supervisors in their respective departments. The AIM proposal does not include the in-house components of the Sunday program (the cost of a Senior Librarian to serve as building supervisor, a security guard, and a custodian). When adding these positions, the overall Sunday service program would total \$84,648.64, assuming no City of Torrance Library employees wish to work in positions filled by AIM personnel. However, at this time, approximately 30 Torrance Public Library employees have indicated a willingness to work Sunday hours.

Library Associates' proposal using the same 15-worker configuration totals \$79,000, with their cost per Sunday at \$2,469. Their training cost was slightly less (\$6,000), but their ongoing personnel costs were significantly higher for the same service level. Adding in the Library's in-house support and supervisory costs brings their program total to \$102,760.64. This figure exceeds the available budget without taking into account the cost of Torrance Public Library employees who wish to work.

Considerations

The Katy Geissert Civic Center Library main level is scheduled to undergo renovation beginning in Fall 2007. A new floor plan has been designed and replacement of all library shelving with units upgraded for seismic safety, as well as a new reference desk, carpet, lounge furniture, and small conference rooms are also planned. It is expected that at some time during FY 2007-2008, construction and the necessary moving of various parts of the collection may affect Torrance Public Library and contract staff's ability to access certain materials collections. Every effort will be made to continue operations, but there may be times when services on the main level will be curtailed. Staff will work closely with the contract agency to coordinate the schedule and to mitigate any service limitations. City of Torrance staff will be supervising the building at all times.

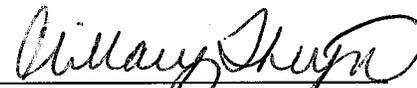
Restoring Sunday hours will provide a public service not only for Torrance residents, but also for users and visitors from the South Bay at large. While several other local libraries are open on Sundays, the Katy Geissert Civic Center Library has a superior materials collection. Greater accessibility to library collections and services strongly supports the City's personal growth and enrichment strategic priority, as well as providing opportunities for lifelong learning.

The Acting Community Services Director is recommending approval of a one-year contract with Advanced Information Management in an amount not to exceed \$32,000 to provide necessary personnel for 32 selected Sundays, with an option to renew the contract for a second year as administrative staff from both the Library and AIM is able to evaluate the success of the program.

This issue was considered by the Library Commission at their meeting on Monday, July 9, 2007. Excerpts of the minutes of that meeting are attached.

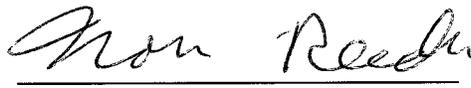
Respectfully submitted,

NORM REEDER
ACTING COMMUNITY SERVICES DIRECTOR

By 
Hillary Theyer
Principal Librarian

CONCUR:


Paula J. Weiner
City Librarian


Norm Reeder
Acting Community Services Director


LeRoy J. Jackson
City Manager

for
Attachments: A. Advanced Information Management (AIM) proposal dated 6/25/07
B. Library Associates proposal dated June 21, 2007
C. Excerpt of minutes from Library Commission meeting of 7/9/07
D. Schedule of open Sundays
E. Contract with Advanced Information Management



AIM STAFFING INC. d.b.a. Advanced Information Management (AIM)

Proposal to Provide Sunday Library Personnel to The City of Torrance Public Library

Prepared for:

**Paula J. Weiner
City of Torrance Public Library
3301 Torrance Blvd.
Torrance, CA 90503**

Prepared by:

**Belinda Beardt
Advanced Information Management (AIM)
Toll Free: 877-965-7900 x102
Email: bbeardt@aimusa.com**

2007-2008


AIM STAFFING INC. d.b.a. Advanced Information Management (AIM)
**Proposal to provide Sunday library Personnel to
The City of Torrance Public Library**
Overview

The City of Torrance has requested that AIM Staffing Inc. d.b.a. Advanced Information Management (AIM) prepare a proposal to provide Sunday staffing for the City of Torrance Public Library. The Library will be open for Sunday service from September 2007 to June 2008. Sunday hours are 1:00 p.m. to 5:00 p.m. The Project Manager/Librarian hours are 12:30 p.m. to 5:30 p.m.

Torrance Public Library anticipates the need for fifteen (15) regular personnel and twelve (12) substitute personnel at the following levels. There will be two (four-hour) training sessions for a total of 27 regular and substitute personnel.

Personnel	Quantity	Experience and Responsibilities
Project Manager/Librarian II/III	1	MLS and supervisory experience. Staff the main Reference Desk and serve as onsite Manager for AIM.
Substitute	(1)	Trained substitute.
Librarians	2	MLS/Equivalent. One to staff the main Reference Desk and one to staff the Youth Services Desk (with children's experience) on the upper level.
Substitutes	(2)	Trained substitutes.
Library Assistants II	3	Library Assistants/Equivalent (LTA certificate and/or 1-2 years library experience). One to staff the Youth Services Desk, one to staff the Periodical Desk and one to staff the Audiovisual Desk.
Substitutes	(2-3)	Trained substitutes.
Library Assistants/Clerks	4	Library Assistants/Equivalent (entry level clerks with library experience). Four to staff the Circulation Desk.



AIM provides library staffing at all levels including professional librarians, consultants, library assistants, and clerks. AIM also offers a variety of services (Temporary, Contract, Direct Hire, and Consulting Personnel) designed to assist our clients in obtaining staffing to meet their specific needs.

Based upon the needs of the City of Torrance Public Library, AIM proposes to provide a group of temporary employees to work during the contracted period. A preliminary search of our employee database has revealed numerous candidates to fill the various positions at the library.

AIM is also sensitive to the need that the City of Torrance Public Library has for a long-term commitment from each person selected to fill Library temporary positions. AIM's goal for the contract is to ensure that individuals selected for this assignment will be committed to fulfilling their obligation to work the entire contracted period.

2. Method of Operation

a. Recruitment

AIM continually recruits individuals with library training and skills in an effort to maintain a pool of qualified library workers. This allows us to quickly meet the needs of our clients. In order to ensure that we place only qualified individuals, our Human Resource Specialists assess each candidate's experience, skills, and education through an application process that includes a personal interview. The appropriate skills, education, and experience are entered into our computerized database to allow AIM to quickly search for the most appropriate candidate for a job.

b. Candidate Selection

Based on job descriptions provided by the City of Torrance Public Library, AIM will begin the search for appropriate candidates. Once appropriate people are identified, AIM will provide the client with candidate resumes for their review. If desired, AIM will schedule interviews between candidates and the client. When a candidate has been selected by the client, AIM will make arrangements to have the person report to work as assigned. If the client prefers to limit their involvement in the resume review and interview process, AIM can proceed independently with candidate selection. Once the staffing contract is fulfilled, AIM waives any temp-to-hire conversion fees associated with the AIM personnel assigned.

c. Monitoring AIM Employees

AIM's reputation in the library profession is based on the mutual satisfaction of both our clients and our candidates. After a placement is made, AIM checks regularly with



both parties to monitor the assignment. In the unlikely event that any difficulties arise, AIM should be contacted immediately, so we can take the steps necessary to solve the problem.

d. **Substitute Staffing**

AIM's goal is to provide clients with qualified, reliable staffing. In order to ensure that this goal is met for the City of Torrance Public Library, AIM would implement a backup plan that would provide a substitute temporary in the event a person assigned to work on Sunday is unable to report to work. An outline of this plan follows:

1. The AIM Project Manager/Librarian will be responsible to ensure that all temporary employees report for work each week as scheduled.
2. All temporary staff members will be directed to contact the AIM Project Manager/Librarian in the event they cannot work their assigned shift.
3. AIM will have a complete "backup" team of trained personnel available in the event a member of the scheduled staff is not able to work. We propose that this backup team will be trained and work regularly to ensure that they will be prepared to handle the work assigned to them. In this way all staff stays familiar with the duties of their respective positions.

3. Employer Responsibilities

As the employer of record, AIM assumes all employer responsibilities for our employees. This includes providing workers' compensation insurance, as well as payment of federal and state unemployment insurance and the employer's share of FICA.

AIM is an equal opportunity employer. Persons are employed and treated during their employment without regard to age, race, color, religion, sex, or national origin. This includes, but is not limited to, employment, advancement, demotion, transfer, recruitment, advertising, layoff or termination, selection for training, pay rates, or other forms of compensation.

The relationship of AIM and its employees to the City of Torrance Public Library is that of an independent contractor and nothing shall be construed to imply a joint venture, partnership, or principal-agent relationship. Neither AIM nor its employees shall in any sense be considered employees or agents of the City, nor shall AIM or its employees be entitled or eligible to participate in any benefits or privileges given or extended by the City to its employees, or be deemed employees of the City for any purposes.



4. Insurance Coverage

AIM has an umbrella insurance policy with liability coverage that exceeds the City of Torrance Public Library's minimum requirement of \$500,000. A Certificate of Insurance can be provided upon request.

AIM also has in place a fidelity bond in the amount of \$1,000,000 to insure City funds.

5. Budget

The following figures outline the estimated costs for training and staffing for the Sunday hours at the City of Torrance Public Library. The City of Torrance Public Library will supply AIM the Sunday dates/schedule when they require staffing for the contracted year.

Training: based on two 4-hour sessions (8 hours total)

Position	Regular + Substitute	Estimated Total Hours	Bill Rate/Hour	Estimated Total Cost
Project Manager/ Librarian III	(1+1)	16	\$ 48.00	\$768
Librarians	(2+2)	32	\$ 40.00	\$1,280
Library Assistants	(3+3)	48	\$ 29.00	\$1,392
Library Clerks	(4+2)	48	\$ 24.00	\$1,152
Library Pages	(5+4)	72	\$ 21.00	\$1,512
Total	(15+12)	216	Total training cost:	\$6,104

Sunday Staffing

Position	Regular Staff	Total Hours/ Sunday	Bill Rate/Hour	Estimated Total Cost
Project Manager/ Librarian III	(1)	5	\$48.00	\$240
Librarians	(2)	8	\$40.00	\$320
Library Assistants	(3)	12	\$29.00	\$348
Library Clerks	(4)	16	\$24.00	\$384
Library Pages	(5)	20	\$21.00	\$420
Total	15	61	Cost Per Sunday	\$1,712



6. Billing and Payment

a. Rates and Fees

AIM temporaries are paid according to their individual level of skill, experience, and education.

b. AIM's Work Week

AIM's work week begins on Saturday and ends on Friday. An AIM employee's straight-time hours are based on this schedule. AIM requires a minimum billing time of two hours per day for all employees. AIM employees are required to obtain approval from AIM Project Manager/Librarian and the City of Torrance Public Library Representative before working overtime. Overtime hours are billed at time-and-a half or double-time, according to California labor law regulations. AIM does not, however, anticipate that overtime will be a factor during the course of the contract since no AIM employee will be scheduled for more than five (5) hours on any given Sunday.

c. Time and Expenses

AIM prefers billing on a time and materials basis. Clients are billed based on the actual hours temporary employees work. Only expenses that have been pre-approved by both client and AIM are invoiced at cost to the client.

d. Time Cards

To facilitate tracking of an AIM employee's time, a weekly time sheet is filled out by the AIM employee. This is to be signed and mailed/faxed by the City of Torrance Public Library Representative or AIM's Project Manager/Librarian at the end of each Sunday to AIM's Accounting Department. A copy of each submitted time sheet will be included with the invoice.

e. Terms

AIM invoices are generated weekly and are due net 15 days. Pre-paid deposit accounts may be arranged, with weekly or monthly statements documenting expenditures.



8383 WILSHIRE BOULEVARD • SUITE 355 • BEVERLY HILLS, CA 90211

PROPOSAL to:

Paula Weiner, City Librarian
Torrance Public Library
3301 Torrance Blvd
Torrance, CA 90503
pweiner@torrnet.com

June 21, 2007

Dear Ms. Weiner:

Thank you for providing Library Associates Companies (LAC) with the opportunity to bid on staffing the Torrance Public Library's main branch on Sundays beginning in September 2007 through June 2008.

LAC had the contract to provide similar staffing and management services several years ago. Although certainly things have changed at the Library, we assume that the overall management and staffing requirements and protocols are similar.

Statement of Work

It is our understanding that the Torrance Public Library wishes to outsource the staffing and operation of its main branch on Sundays to cover the hours from 1pm – 5pm. The staffing requirements include:

- Librarian/Manager to serve on the Reference desk and to provide overall supervision and oversight for all other staff that are part of the Sunday service.
- 2 Librarians to staff the Reference Desk and the Youth Services Desk, respectively.

The Library Manager and the two librarians are required to have Master's degrees in Library & Information Science as well as the requisite experience to perform the tasks associated with management and reference. In addition the Librarian responsible for managing the Youth Services desk will have prior experience working with children and/or teenagers in the public library setting.

In addition to the professional staff, LAC will provide:

- 3 Library Assistants II (s), or library technicians with the equivalent experience to serve as the support for:
 - The Youth Services Desk
 - Audiovisual desk on the lower level
 - Periodicals on the lower level.

The Library Assistants II (s) will have prior experience in similar library positions, and will have a college education. We often are able to use students who are in the process of getting their MLIS degrees in similar jobs and we will strive to find that caliber of individual for these positions as well.

- 4 Library Assistant I (s) who will be assigned to:
 - The circulation desk on the main floor.

The Library Assistants will each have entry-level clerical experience, possess computer skills and have good customer service attitudes and demeanors. We understand that the Circulation desk on Sundays is a very busy place, with people returning, borrowing and asking questions.

- 5 Library Pages who will be assigned:
 - Upper and lower levels
 - Shelving and filing of books and periodicals
 - Maintenance of printers and copiers
 - General assistance and backup to the rest of the staff.

The Library Pages will have prior experience in using computers and equipment such as photocopiers and will possess good customer service skills.

Having had this contract previously we understand the importance of a staff that is committed to the schedule, has a professional demeanor and excellent customer service skills, and who will stick with the contract throughout the year. We know that some attrition will inevitably occur, as well those who are sick, go out of town, and sometimes just decide not to come in on a particular Sunday. We will retain a backup team to include two of our corporate staff members who will also participate in the training and be available to stand in for any position should someone call in sick.

Further, we understand that there will be two four (4) hour training sessions for each staff member, and as previously stated, we will include two corporate LAC employees in the is training. The LAC corporate team will be present on the first Sunday and will make both scheduled and unscheduled site visits throughout the duration of the contract.

We will prepare statistics and reports on activities each Sunday, the format and content of which will be worked out should we be awarded this contract. We will also provide resumes and references for each staff member, and give you and your staff an opportunity to meet with the Sunday team, or at least the professional team members prior to the first Sunday.

Our fee for each Sunday, exclusive of the training is:

Our fees for each training session are:

- On-going work - \$79,000
- Each training session - \$3,000 (of which there are two)

Total - \$85,000

Please don't hesitate to contact us if you require further information, including our references. Thank you for consideration - we look forward to hearing from you.

Deborah Schwarz,
President & CEO
LAC / Library Associates Companies
www.libraryassociates.com
dschwarz@libraryassociates.com
800.987.6794

6b. ELECTION OF COMMISSION CHAIR AND VICE-CHAIR FOR 2007-08

Commissioner Haig nominated Chairperson Botello for Chairperson and Commissioner Chappell for Vice-Chairperson of the Library Commission.

Chairperson Botello stated that if it was the will of the Commission she would continue in her position, but noted that there were several other capable Commissioners who could serve as Chairperson and the Commission would benefit from it.

A brief discussion centered on electing officers on the basis of seniority, rotating, or volunteering for positions. It was decided to defer the item to the August 13, 2007 Commission meeting when there would be a full Commission in attendance.

MOTION: Commissioner Haig moved that Chairperson Botello continue as Chairperson and Commissioner Chappell as Vice-Chairperson of the Library Commission until election of officers at the August 13, 2007 Commission meeting (absent Commissioners Lang and Wang).

6c. DEBRIEFING – LIBRARY PART-TIME EMPLOYEE RECOGNITION EVENT

City Librarian Weiner reported on behalf of the employees that they were delighted, had a wonderful time, enjoyed the presentations, and felt honored that Mayor Scotto and Councilmember Sutherland attended the event.

6d. 2007 CITY COUNCIL / LIBRARY COMMISSION JOINT MEETING

September 18 or 25, 2007 was tentatively scheduled for the 2007 City Council and Library Commission joint meeting.

City Librarian Weiner suggested that the Commission form an ad hoc committee to plan the event and Commissioners Gerber, Haig, and Wang were selected to serve on the committee.

Commissioners and staff suggested topics of discussion that include: expressing appreciation to City Council for its support, Public Library Fund, Live Homework Help, the first floor remodel of Katy Geissert, Library spaces, economic impact of libraries on communities, pending legislation, inviting the City lobbyist, interactive technology and social networking, and wireless access, laptops, and word processing in branch libraries.

Commissioner Chappell suggested starting the joint meeting earlier and Commissioner Haig suggested offering a tribute to former Library Commissioner and Councilmember McIntyre.

6e. SUNDAY SERVICE UPDATE

City Librarian Weiner reported that staff is evaluating estimates from two library personnel agencies, Advanced Information Management (AIM) and Library Associates, to provide needed workers for Sunday service at Katy Geissert beginning September 2007 through June 2008. She noted that internal Library staff has first choice of signing up for the scheduled Sundays, and that in the past they accounted for approximately

one-third of the workers. She stated that staff was recommending AIM for contract services and that the Library would be providing two training sessions.

She presented a proposed schedule of 32 Sunday afternoons, 1:00 to 5:00 p.m., which are closely aligned with Torrance Unified School District's calendar. She noted that the Sundays recommended do not include some holiday weekends, such as Presidents Day, Thanksgiving weekend, Mothers Day, and Memorial Day. She added that it was staff's recommendation to be open on May 18, 2007, the day after the Armed Forces Day parade, due to the number of Sunday closures during that month.

In response to Commissioner Gerber's inquiry, City Librarian Weiner stated that it was staff's recommendation that they not allow use of the Library meeting room on the scheduled Sundays.

MOTION: Commissioner Gerber moved to accept as submitted the proposed Sunday schedule for Katy Geissert Civic Center Library for FY 2007-2008. Commissioner Chappell seconded the motion; a voice vote reflected unanimous approval (absent Commissioners Lang and Wang).

6f. FILM COLLECTION

City Librarian Weiner distributed a list of television and film titles that have been filmed in the City and shared information about a proposal by SEFO to provide a new program at Katy Geissert to promote the collection. She discussed the possibility of partnering with the Torrance Historical Society or to have an open display of these materials on an occasional basis.

6g. NEW COMMUNITY SERVICES DIRECTOR UPDATE

City Librarian Weiner announced that July 9, 2007 was her first day back as City Librarian after her rotation as acting Community Services Director. She advised that Library Services Manager Reeder would be the acting Community Services Director for the next month and that the filing deadline for the promotional exam is July 13, 2007.

6g.1 NEW COUNCILMEMBER GENE BARNETT

City Librarian Weiner announced that former Community Services Director Gene Barnett has filled the vacancy of Councilmember of City Council following the passing of Councilmember McIntyre.

7. UNFINISHED BUSINESS

7a. LIBRARY COMMISSION 2006-07 ANNUAL REPORT

Commissioners offered minor revisions to the 2006-07 Annual Report that was prepared by Commissioner Gerber.

MOTION: Commissioner Grogan moved to accept the 2006-07 Library Commission 2006-07 Annual Report as amended. Commissioner Chappell seconded the motion; a voice vote reflected unanimous approval (absent Commissioners Lang and Wang).

PROPOSED SUNDAY SCHEDULE FOR FY 2007-2008

2007

September 9	March 2
September 16	March 9
September 23	March 16
September 30	March 30
October 7	April 6
October 14	April 13
October 21	April 20
October 28	April 27
November 4	May 4
November 18	May 18
December 2	June 1
December 9	June 8
December 16	June 15

2008

Holiday Sundays:

January 6	Veteran's Day	Nov. 11
January 13	Thanksgiving	Nov. 25
January 27	Christmas	Dec. 23
February 3	New Year's	Dec. 30
February 10	MLK Birthday	Jan. 20
February 24	Presidents' Day	Feb. 17
	Easter	Mar. 23
	Mother's Day	May 11
	Memorial Day	May 25

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of August 7, 2007 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and AIM Staffing Inc., d.b.a. Advanced Information Management (AIM), a WBE specializing in providing library and information personnel to public, special, and academic libraries ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide trained library personnel to staff the Katy Geissert Civic Center Library on Sunday afternoons.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR will provide the services listed in the PROPOSAL attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the PROPOSAL 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 15, 2008.

3. **COMPENSATION**

- A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the PROPOSAL attached as Exhibit A, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$32,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the PROPOSAL. Payment will be due within 30 days after the date of the 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, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, the CITY may, at the expense of the CONTRACTOR 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 CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (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 CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

Paula J. Weiner, City Librarian, 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 CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

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

Belinda Beardt, Regional Manager

9. INDEPENDENT CONTRACTOR

The CONTRACTOR 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 CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR 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 CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR 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, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the PROPOSAL 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, CONTRACTOR warrants that CONTRACTOR 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 CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR 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. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR 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. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees 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 CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR'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 CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

- A. CONTRACTOR and its subcontractors 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, \$500,000 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. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY, 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. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, 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

Insurance 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 CONTRACTOR 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 CONTRACTOR 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:

CONTRACTOR Advanced Information Management
440 E. Cypress Ave., Suite 202
Burbank, CA 91501

Fax: 1-818-846-1497

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 CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR 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

CONTRACTOR 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. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR 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 CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

AIM Staffing, Inc., d.b.a. Advanced
Information Management (AIM)
WBE

Frank Scotto, Mayor

ATTEST:

By: _____
Belinda Beardt
Regional Manager

Sue Herbers
City Clerk

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

By: _____

Attachments: Exhibit A PROPOSAL

Revised: 1/30/01

EXHIBIT A
PROPOSAL
[To be attached]



AIM STAFFING INC. d.b.a. Advanced Information Management (AIM)

Proposal to Provide Sunday Library Personnel to The City of Torrance Public Library

Prepared for:

**Paula J. Weiner
City of Torrance Public Library
3301 Torrance Blvd.
Torrance, CA 90503**

Prepared by:

**Belinda Beardt
Advanced Information Management (AIM)
Toll Free: 877-965-7900 x102
Email: bbeardt@aimusa.com**

2007-2008


AIM STAFFING INC. d.b.a. Advanced Information Management (AIM)
**Proposal to provide Sunday library Personnel to
The City of Torrance Public Library**
Overview

The City of Torrance has requested that AIM Staffing Inc. d.b.a. Advanced Information Management (AIM) prepare a proposal to provide Sunday staffing for the City of Torrance Public Library. The Library will be open for Sunday service from September 2007 to June 2008. Sunday hours are 1:00 p.m. to 5:00 p.m. The Project Manager/Librarian hours are 12:30 p.m. to 5:30 p.m.

Torrance Public Library anticipates the need for fifteen (15) regular personnel and twelve (12) substitute personnel at the following levels. There will be two (four-hour) training sessions for a total of 27 regular and substitute personnel.

Personnel	Quantity	Experience and Responsibilities
Project Manager/Librarian II/III	1	MLS and supervisory experience. Staff the main Reference Desk and serve as onsite Manager for AIM.
Substitute	(1)	Trained substitute.
Librarians	2	MLS/Equivalent. One to staff the main Reference Desk and one to staff the Youth Services Desk (with children's experience) on the upper level.
Substitutes	(2)	Trained substitutes.
Library Assistants II	3	Library Assistants/Equivalent (LTA certificate and/or 1-2 years library experience). One to staff the Youth Services Desk, one to staff the Periodical Desk and one to staff the Audiovisual Desk.
Substitutes	(2-3)	Trained substitutes.
Library Assistants/Clerks	4	Library Assistants/Equivalent (entry level clerks with library experience). Four to staff the Circulation Desk.



Substitutes	(2)	Trained substitutes.
Library Pages	5	Library Pages (some library experience). One to staff the Upper Level, one to staff the Lower Level, two to staff the Circulation Desk/Main Level and one Roving Page.
Substitutes	(4)	Trained substitutes.

This proposal will provide the following information:

1. **Services Available** AIM's ability to provide the staffing needed for the length of the contract.
2. **Method of Operation** Recruiting and implementation; monitoring of staffing; training; a back-up plan that provides substitute staff in case of employee injury, illness, or inability to report for work.
3. **Employer Responsibilities** Workers' compensation insurance, payroll and etc.
4. **Insurance Coverage** Evidence of liability insurance coverage (\$500,000 minimum) as well as the ability to maintain a fidelity bond for \$250,000.
5. **Budget** Include estimates for staff training, as well as rates for each Sunday, by the hour of each class of employee.
6. **Billing and Payment** Information regarding AIM's payment billing process and terms.

1. **Services Available**

Advanced Information Management (AIM) is a WBE (woman-owned) business specializing in providing library and information personnel to public, special, and academic libraries. Established in 1984, AIM is the only library personnel firm in California that offers statewide library personnel services.



AIM provides library staffing at all levels including professional librarians, consultants, library assistants, and clerks. AIM also offers a variety of services (Temporary, Contract, Direct Hire, and Consulting Personnel) designed to assist our clients in obtaining staffing to meet their specific needs.

Based upon the needs of the City of Torrance Public Library, AIM proposes to provide a group of temporary employees to work during the contracted period. A preliminary search of our employee database has revealed numerous candidates to fill the various positions at the library.

AIM is also sensitive to the need that the City of Torrance Public Library has for a long-term commitment from each person selected to fill Library temporary positions. AIM's goal for the contract is to ensure that individuals selected for this assignment will be committed to fulfilling their obligation to work the entire contracted period.

2. Method of Operation

a. Recruitment

AIM continually recruits individuals with library training and skills in an effort to maintain a pool of qualified library workers. This allows us to quickly meet the needs of our clients. In order to ensure that we place only qualified individuals, our Human Resource Specialists assess each candidate's experience, skills, and education through an application process that includes a personal interview. The appropriate skills, education, and experience are entered into our computerized database to allow AIM to quickly search for the most appropriate candidate for a job.

b. Candidate Selection

Based on job descriptions provided by the City of Torrance Public Library, AIM will begin the search for appropriate candidates. Once appropriate people are identified, AIM will provide the client with candidate resumes for their review. If desired, AIM will schedule interviews between candidates and the client. When a candidate has been selected by the client, AIM will make arrangements to have the person report to work as assigned. If the client prefers to limit their involvement in the resume review and interview process, AIM can proceed independently with candidate selection. Once the staffing contract is fulfilled, AIM waives any temp-to-hire conversion fees associated with the AIM personnel assigned.

c. Monitoring AIM Employees

AIM's reputation in the library profession is based on the mutual satisfaction of both our clients and our candidates. After a placement is made, AIM checks regularly with



both parties to monitor the assignment. In the unlikely event that any difficulties arise, AIM should be contacted immediately, so we can take the steps necessary to solve the problem.

d. **Substitute Staffing**

AIM's goal is to provide clients with qualified, reliable staffing. In order to ensure that this goal is met for the City of Torrance Public Library, AIM would implement a backup plan that would provide a substitute temporary in the event a person assigned to work on Sunday is unable to report to work. An outline of this plan follows:

1. The AIM Project Manager/Librarian will be responsible to ensure that all temporary employees report for work each week as scheduled.
2. All temporary staff members will be directed to contact the AIM Project Manager/Librarian in the event they cannot work their assigned shift.
3. AIM will have a complete "backup" team of trained personnel available in the event a member of the scheduled staff is not able to work. We propose that this backup team will be trained and work regularly to ensure that they will be prepared to handle the work assigned to them. In this way all staff stays familiar with the duties of their respective positions.

3. Employer Responsibilities

As the employer of record, AIM assumes all employer responsibilities for our employees. This includes providing workers' compensation insurance, as well as payment of federal and state unemployment insurance and the employer's share of FICA.

AIM is an equal opportunity employer. Persons are employed and treated during their employment without regard to age, race, color, religion, sex, or national origin. This includes, but is not limited to, employment, advancement, demotion, transfer, recruitment, advertising, layoff or termination, selection for training, pay rates, or other forms of compensation.

The relationship of AIM and its employees to the City of Torrance Public Library is that of an independent contractor and nothing shall be construed to imply a joint venture, partnership, or principal-agent relationship. Neither AIM nor its employees shall in any sense be considered employees or agents of the City, nor shall AIM or its employees be entitled or eligible to participate in any benefits or privileges given or extended by the City to its employees, or be deemed employees of the City for any purposes.



4. Insurance Coverage

AIM has an umbrella insurance policy with liability coverage that exceeds the City of Torrance Public Library's minimum requirement of \$500,000. A Certificate of Insurance can be provided upon request.

AIM also has in place a fidelity bond in the amount of \$1,000,000 to insure City funds.

5. Budget

The following figures outline the estimated costs for training and staffing for the Sunday hours at the City of Torrance Public Library. The City of Torrance Public Library will supply AIM the Sunday dates/schedule when they require staffing for the contracted year.

Training: based on two 4-hour sessions (8 hours total)

Position	Regular + Substitute	Estimated Total Hours	Bill Rate/Hour	Estimated Total Cost
Project Manager/ Librarian III	(1+1)	16	\$ 48.00	\$768
Librarians	(2+2)	32	\$ 40.00	\$1,280
Library Assistants	(3+3)	48	\$ 29.00	\$1,392
Library Clerks	(4+2)	48	\$ 24.00	\$1,152
Library Pages	(5+4)	72	\$ 21.00	\$1,512
Total	(15+12)	216	Total training cost:	\$6,104

Sunday Staffing

Position	Regular Staff	Total Hours/ Sunday	Bill Rate/Hour	Estimated Total Cost
Project Manager/ Librarian III	(1)	5	\$48.00	\$240
Librarians	(2)	8	\$40.00	\$320
Library Assistants	(3)	12	\$29.00	\$348
Library Clerks	(4)	16	\$24.00	\$384
Library Pages	(5)	20	\$21.00	\$420
Total	15	61	Cost Per Sunday	\$1,712



6. Billing and Payment

a. Rates and Fees

AIM temporaries are paid according to their individual level of skill, experience, and education.

b. AIM's Work Week

AIM's work week begins on Saturday and ends on Friday. An AIM employee's straight-time hours are based on this schedule. AIM requires a minimum billing time of two hours per day for all employees. AIM employees are required to obtain approval from AIM Project Manager/Librarian and the City of Torrance Public Library Representative before working overtime. Overtime hours are billed at time-and-a half or double-time, according to California labor law regulations. AIM does not, however, anticipate that overtime will be a factor during the course of the contract since no AIM employee will be scheduled for more than five (5) hours on any given Sunday.

c. Time and Expenses

AIM prefers billing on a time and materials basis. Clients are billed based on the actual hours temporary employees work. Only expenses that have been pre-approved by both client and AIM are invoiced at cost to the client.

d. Time Cards

To facilitate tracking of an AIM employee's time, a weekly time sheet is filled out by the AIM employee. This is to be signed and mailed/faxed by the City of Torrance Public Library Representative or AIM's Project Manager/Librarian at the end of each Sunday to AIM's Accounting Department. A copy of each submitted time sheet will be included with the invoice.

e. Terms

AIM invoices are generated weekly and are due net 15 days. Pre-paid deposit accounts may be arranged, with weekly or monthly statements documenting expenditures.