

Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings

MEETING DATE: June 18, 2019	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: Board of Supervisors APPROVING PARTY: Heather Foster, Clerk of the Board PHONE NUMBER: 530-289-3295	

AGENDA ITEM: Discussion/direction regarding agreement for free library services between Sierra and Plumas Counties.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Letter from Plumas County and copies of current agreement for services.

BACKGROUND INFORMATION: Plumas County has an intention to review and amend the contract and its applicable locations, services, responsibilities and compensation etc. with Sierra County as needed.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____	Resolution 2019-
	<input type="checkbox"/> Direction to: _____	Agreement 2019-
<input type="checkbox"/> Referred to: _____	<input type="checkbox"/> Continued to: _____	Ordinance _____
<input type="checkbox"/> Authorization given to: _____		Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus

COMMENTS:

CLERK TO THE BOARD _____ DATE _____

COUNTY ADMINISTRATOR

Gabriel Hydrick



RECEIVED

MAY 15 2019

Per _____

11 May 2019

Hon. Chairman Paul Roen
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95396

RE: Agreement for Free Library Services between Sierra and Plumas Counties

Honorable Chairman Paul Roen,

As per the agreement, Free Library Services, between Sierra and Plumas Counties, we are notifying you of our intention to review and amend the contract and its applicable locations, services, responsibilities and compensation etc. with Sierra County as needed.

The Counties have enjoyed a long and beneficial partnership and in no way do we anticipate or intend to terminate the agreement. To the contrary, we hope this letter will initiate dialogue to review the agreement and services with you, our partners, to ensure both parties continue to benefit under contemporary challenges, such as cost increases, laws and regulations and changes in public demand for services.

Could you please inform me of who you prefer our County representatives, myself as the County Administrator and Lindsay Fuchs as the County Librarian, coordinate with in your County? Thank you and we look forward to continuing services for both Counties.

Kind regards,

A handwritten signature in black ink, appearing to read "Gabriel Hydrick".

Gabriel Hydrick
County Administrator

CC: Jim Beard, Vice Chair, County of Sierra
Heather Foster, Clerk-Recorder, County of Sierra
Michael Sanchez, Supervisor, County of Plumas
Lindsay Fuchs, County Librarian, County of Plumas

AGREEMENT NO. _____
 (An Amendment to Agreement No. 96-115)

AMENDMENT
 to
 AGREEMENT
 FOR
 FREE LIBRARY SERVICES

The following is an amendment to that certain Agreement No. 96-115 ("Agreement") with an Effective Date of June 18, 1996, by and between the County of Sierra, a political subdivision of the State of California ("the County") and the County of Plumas (hereinafter "Plumas"), "Contractor".

1. Attachment B of the Agreement pertaining to "Payment" is hereby amended as follows:

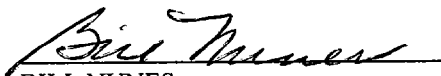
AMENDMENT TO ATTACHMENT B

- [] No Changes
 [X] The payment provisions of the Agreement are shown on Attachment B.
 [] The payment provision is amended to provide compensation for 98/99 fiscal year in an amount of \$_____.

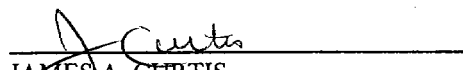
2. All other terms and conditions of the Agreement to remain the same.
 3. This amendment to the Agreement shall have an Effective Date of July 1, 1999.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.


COUNTY OF SIERRA


 BILL NUNES
 Chairman, Board of Supervisors

APPROVED AS TO FORM:


 JAMES A. CURTIS
 County Counsel

ATTEST:


 MARY J. JUNGI
 Clerk of the Board

COUNTY OF PLUMAS


 CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:


 ROBERT SHULMAN, COUNTY COUNSEL

ATTEST:



 Clerk of the Board, Plumas County
 C:\DATA\FORMS\library amended agreement 99.wpd

EXHIBIT B**Compensation**

6. Sierra Shall compensate Plumas each year in an amount equal to five-and-one-half percent (5.5%) of the final budget of the Plumas Free Library, at a total amount per fiscal year not to exceed twenty-three thousand dollars (\$23,000.00) without the prior written agreement of the Sierra County Board of Supervisors.

Said Sierra County percent shall be computed on the Plumas County Library Budget excluding any and all grant related appropriation, other than Public Library Fund money not to exceed \$10,000.00 per year.

Agreement 96-115
June 18, 1996

FREE LIBRARY SERVICES AGREEMENT

By this agreement, made between the County of Plumas (hereinafter "Plumas") and the County of Sierra (hereinafter "Sierra"), it is agreed as follows:

Authority

1. Plumas and Sierra make this agreement pursuant to Education Code §19108.

Services

2a. Plumas shall provide free library services to Sierra residents through branch libraries at Alleghany, Downieville, Loyalton and Sierra City (hereinafter "stations").

2b. Adult literacy services shall be provided to Sierra County. The full cost of these services shall be borne by the Plumas County Library as long as there is California Literacy Campaign funding under the California Library Services Act ("CLSA") grant ("the Grant") awarded to Plumas County Library for services in Sierra County. In the event that such Grant funds are not available, Plumas County may terminate this agreement upon thirty (30) days prior written notice. In no event, absent prior written agreement with Sierra County, shall Sierra County be liable for any cost associated with the operation of the Adult Literacy Services Program. The foregoing shall not prohibit Sierra County from voluntarily contributing funding for the Literacy Program or any expansion thereof at the sole election of Sierra County.

The funds from this Grant shall be used exclusively for expenses for literacy services in Sierra County; these expenses shall include personnel, budgeted equipment and library materials, and general operating costs, with an administration fee to the Plumas County Library of 10 percent of the total Grant award per year.

The fiscal and administrative agent for the CLSA Grant shall be the Plumas County Librarian until such time as the Grant is no longer awarded for services in Sierra County or upon such time as there is no longer a contract/agreement for library services between Sierra County and Plumas county.

Agreement 96-115

June 18, 1996

Copies of all required reports to the California Library Literacy Services Bureau (the State Library's auditing agent for CLSA grants) shall be provided to the Sierra County Board of Supervisors and Auditor; these reports shall include:

- 1) quarterly expenditure and performance reports.
- 2) annual grant renewal applications and budgets.
- 3) grant award and budget approval notifications.

Responsibilities

3. Plumas shall be responsible for the following direct services:

- a) providing materials to the stations.
- b) shipping materials to and from stations.
- c) hiring and training independent contractors to staff stations.

4. Plumas shall also provide the following indirect services:

- a) processing new books.
- b) processing reimbursements to stations.
- c) handling patron requests and shipments.
- d) supplies.

5. Sierra shall be responsible for providing buildings in which to house stations, and maintaining buildings and grounds for the safety and comfort of patrons and staff. Such responsibility may be met through facility use or lease agreements between Sierra County and public entities or private parties.

Compensation

6. Sierra shall compensate Plumas each year in an amount equal to five-and-one-half percent (5.5%) of the final budget of the Plumas Free Library, at a total amount per fiscal year not to exceed twenty thousand dollars (\$20,000.00) without the prior written agreement of the Sierra County Board of Supervisors.

Said Sierra County percent shall be computed on the Plumas County Library Budget excluding any and all grant related appropriation, other than Public Library Fund money not to exceed \$10,000 per year.

Agreement 96-115
June 18, 1996

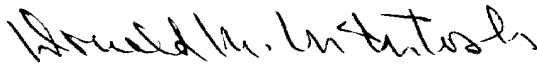
7. Following adoption of the final budget, Plumas shall send to the County Auditor of Sierra an appropriate invoice and a copy of the final budget. Sierra shall pay the invoice in full within thirty (30) days after receipt.

Term

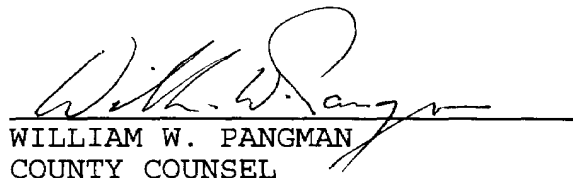
8. The term of this agreement shall be for a period beginning July 1, 1996 and ending June 30, 1997. This agreement shall be deemed renewed each year for an additional one-year-term unless either party notifies the other to the contrary, in writing, no later than June 1st of any year.

COUNTY OF SIERRA

APPROVED AS TO FORM:

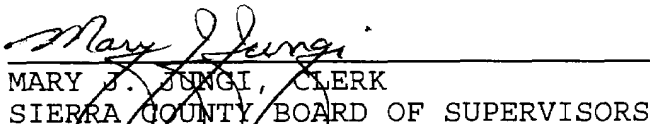


DONALD M. McINTOSH, CHAIRMAN
BOARD OF SUPERVISORS



WILLIAM W. PANGMAN
COUNTY COUNSEL

ATTEST:



MARY J. JUNG, CLERK
SIERRA COUNTY BOARD OF SUPERVISORS

COUNTY OF PLUMAS

APPROVED AS TO FORM:

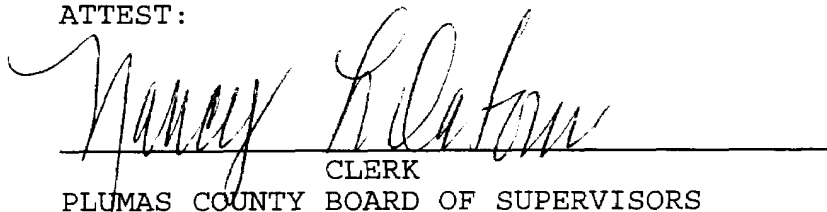


CHAIRMAN, BOARD OF SUPERVISORS



COUNTY COUNSEL, PLUMAS COUNTY

ATTEST:



CLERK
PLUMAS COUNTY BOARD OF SUPERVISORS