

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

MEETING DATE: January 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Board of Supervisors APPROVING PARTY: Peter Huebner PHONE NUMBER: 530-289-3230

AGENDA ITEM: Discussion direction and possible approval of Library Contract with Plumas County.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Plumas County requested a meeting to disuse updating the contract for Library Services Plumas County provides Sierra County. The attached is the culmination of those meetings.

FUNDING SOURCE: GENERAL FUND
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND:
AMOUNT: \$26,760.86 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input 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: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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**Plumas-Sierra County - Library Services Agreement
 Invoice and A-87 Cost Overview**

Fiscal Year	Sierra County Total	Additional Cost Over \$23k Cap	Sierra County Paid	SC A-87 Cost Not Paid
14/15	\$ 21,255.08	\$ -	\$ 21,255.08	\$ 5,767.19
15/16	\$ 21,185.91	\$ -	\$ 21,185.91	\$ 4,662.46
16/17	\$ 23,396.40	\$ 396.40	\$ 23,000.00	\$ 4,662.46
17/18	\$ 24,379.83	\$ 1,379.83	\$ 23,000.00	\$ 6,332.81
18/19	\$ 26,285.90	\$ 3,285.90	\$ 23,000.00	\$ 5,335.94
Totals:		\$ 5,062.13		\$ 26,760.86

Van Maddox

From: Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>
Sent: January 02, 2020 15:47
To: peter w huebner; peter w Huebner; Peter Huebner; Sharon Dryden
Cc: Van Maddox; Tim Beals; Fuchs, Lindsay
Subject: Plumas Sierra Library Agreement
Attachments: FY 19-20 Cost Breakdown.pdf; SC Agreement - Reimbursement Request.pdf; Sierra County Agreement.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Sierra County library team,
Lindsay and I thank you for your time to meet and work with us to update the library services agreement to continue library services to the residents of Sierra County. Attached to this email, you will find three documents.

1. [A draft agreement.](#) Lindsay and I have not passed this by legal counsel just yet. The reason why is we want to make sure we captured the ad hoc feedback and talking points. Please review, track your proposed changes and send back. We've included the Word version for your convenience. Once we are sure we've captured the Ad Hoc's points, we'll share the draft with the legal entities for refinement to ultimately be brought before the respective Boards.
2. [Reimbursement request.](#) You may recall at both meetings in Sierraville the Plumas team demonstrated that we've subsidized Sierra County library services for a handful of years. In this letter, and as mentioned at the ad hoc meetings, we request Sierra County consider reimbursing Plumas County for FY 19/20 only. Further details can be found in the letter.
3. [Exhibit A.](#) This compliments the reimbursement request and provides the breakdown of the cost overages for FY 19/20. This spreadsheet should look familiar from the ad hoc meetings.

Lindsay and I are happy to answer questions.
Many thanks, Gabriel

Kind regards,

Gabriel Hydrick
County Administrator



Plumas County
520 Main St. Suite 309
Quincy, CA 95971
P: (530) 283-6446
E: gabrielhydrick@countyofplumas.com

EXHIBIT 'A'

	Assumed Total for Sierra County: 2019-2020
Salary, Sierra County Workers	\$11,466.50
Salary, HQ [Lindsay, Jeri, Maria]	\$4,932.77
Worker's Compensation	\$1,439.89
Postage	\$230.00
Office Supplies & Library Processing	\$238.00
Magazines	\$161.13
Travel	\$586.96
Labor Law Posters	\$352.00
Liability Insurance	\$376.03
Volunteers [one time cost]	\$780.00
Books	\$320.00

The pink section is listing the direct costs of payroll, supplies, etc

Totals	\$20,883.28
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NorthNet [Membership]	\$44.80
NorthNet [CalPERS]*	\$402.24
CLA Membership	\$32.00
ARSL Membership	\$9.60
Bywater Solutions	\$211.20
Kanopy	\$24.58

The green section is listing the SC portion for system-wide services;

Sierra County's patronage makes up 6.4% of the total, and so the costs listed represent 6.4% of the total

Totals	\$724.42
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Totals:	\$21,607.70
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Overdrive	\$34.62
Zinio	\$20.10
Zip Books [Sierra County only]	\$150.00
Totals	\$204.72

Currently, under the system we receive grant money that pays for this blue section.

This does not include (free) programs only available under the Plumas County System like NY Times digital version, TeachingBooks, etc

Totals:	\$21,812.42
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Overhead	\$5,335.94
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As mentioned in the meeting, the A-87 indirect costs are not currently included in the Agreement. This number is 5.5% of the Library overhead.

Totals:	\$27,148.36
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PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



Lindsay Fuchs
County Librarian

DATE: 1/2/2020

TO: Honorable Board of Supervisors, Sierra County
Ad Hoc Committee for the Plumas-Sierra Library Agreement
Sierra County Auditor, Van Maddox

FROM: Lindsay Fuchs, Plumas County Librarian
Gabriel Hydrick, County Administrator

RE: 19-20 FY Reimbursement for Plumas-Sierra Library Agreement services overages

Dear Sierra County colleagues:

On the 11th of May last year, the Plumas County Administrator reached out to Sierra County's Honorable Chair Roen to initiate a review and update of the Plumas-Sierra Library Agreement. This agreement is outdated so much so there is an 'updated' version floating around that was never formally adopted by either county. Additionally, because of the outdated nature of the agreement, the costs to provide the services according to the agreement were not reflective of current costs.

The purpose of this letter is to follow through on the request made by Plumas County during Ad Hoc Committee meetings in Sierraville. The request is for reimbursement of the costs that exceed the current, but outdated agreement. Plumas County has been subsidizing the cost increases on behalf of Sierra County since FY 16/17. Plumas County seeks reimbursement for FY 19/20 only, and no other prior years.

The outdated agreement stipulates Sierra County compensate Plumas County 5.5% of the Plumas County final budget with a \$23,000 cap. Starting in FY 16-17, the costs to provide library services to Sierra County residents exceeded the \$23,000 cap. Additionally, the original and subsequent updates did not include the indirect A-87/Cost Allocation as part of the payment, which would have brought Sierra County's costs to exceed the \$23,000 cap from approximately FY 14/15 and thereafter. Exhibit A, details on the cost breakdown, has been included with this letter for your review and evaluation. This cost breakdown was also provided to the Ad Hoc Committee during both meetings.

For FY 19/20, costs exceeded the \$23,000 cap by \$3,285.90. Costs overages relative to A-87 for the same FY were \$5,335.94. Combined, these overages total \$8,621.84. Plumas County respectfully requests our colleagues at Sierra County consider reimbursing Plumas County for these cost overages. We greatly appreciate your time and consideration of this request. Please do not hesitate to contact me with questions or concerns.

Kind regards,

Lindsay Fuchs, County Librarian

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

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

Responsibilities

3. Plumas shall be responsible for the following direct and indirect services:
 - a. Providing, cataloging, and shipping materials and supplies to the stations.
 - b. Provide a credentialed Librarian for support, services and programs under the library consortium, the CA State Library and other library associations and organizations.
 - c. Processing reimbursements to stations.
 - d. Handling patron requests and shipments.
4. Sierra shall be responsible for the following direct and indirect services:
 - a. Sierra County will be responsible for providing accurate and timely reporting at the request of the County Librarian or Librarian.
 - b. Proper internal controls for cash handling and reporting (fees, fines, donations, fundraising, book sales) in order that all revenue generated by Sierra stations remains within Sierra library stations.
 - c. Procurement, maintenance, and replacement of Informational Technology assets and related equipment.

Facilities

5. Plumas County shall be indemnified against facility related claims

6. Sierra County responsibilities:
 - a. In good faith, provide buildings in which to house stations, and maintaining buildings and grounds for the safety and comfort of patrons and staff under management of Sierra's safety representative.
 - b. Claims related to facility incidents.

Personnel

7. Plumas County responsibilities:
 - a. Limited to Library based services training (i.e. processing, patron assistance, reporting) for staff.
 - b. payroll
 - c. Personnel grievances directed to Plumas employees
 - d. County Librarian and/or Librarian participates in job interviews and advises regarding hiring/firing and employee discipline.
8. Sierra County responsibilities:
 - a. Personnel (staff and volunteers) will be trained according to insurance carrier, county, state and federal requirements for: safety, labor law, county policies.
 - b. Volunteers will abide by Sierra Volunteer Policy
 - c. Personnel grievances directed to Sierra employees
 - d. Assume all personnel liability that are not Plumas employees and indemnify Plumas in such actions, claims and liabilities.

Compensation

9. Sierra will compensate Plumas annually for:
 - a. Sierra shall compensate Plumas each year in an amount equal to five-and-one-half percent (5.5%) of the final Plumas library budget and
 - b. 2 CFR Part 200 (previously known as A87) cost allocation for:
 - County Administrator
 - HR
 - County Counsel
 - Auditor
 - Treasurer

With the combination of these two not to exceed \$30,000

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

The term of this agreement shall be for a period beginning July 1, 2020 and ending June 30, 2023.

Contract will renew annually for a three-year period after which Sierra and Plumas will meet to review and update costs including but not limited to operational station costs and the patron to population ratio.

The agreement may be modified upon written notification to either party no later than thirty (30) days after receipt of payment. Modification to compensation will impact the fiscal year following the modification and not the fiscal year of the modification. Either party may terminate the agreement through written notification to the other party no later than June 1st of any year.

The parties hereby execute this Agreement effective _____.

COUNTY OF SIERRA

COUNTY OF PLUMAS

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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
- 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
BILL NUNES
Chairman, Board of Supervisors

APPROVED AS TO FORM:

J. Curtis
JAMES A. CURTIS
County Counsel

ATTEST:

Mary J. Jungi
MARY J. JUNGI
Clerk of the Board

COUNTY OF PLUMAS

Frank Raudenbush
CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:

Robert Shulman
ROBERT SHULMAN, COUNTY COUNSEL

ATTEST:

Nancy L. DeLorenzo
Clerk of the Board, Plumas County

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.

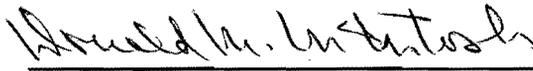
7. Following adoption of the final budget, Plumas shall send to the County Auditor of Sierra an appropriate invoice and a copy of the final budget. Sierra shall pay the invoice in full within thirty (30) days after receipt.

Term

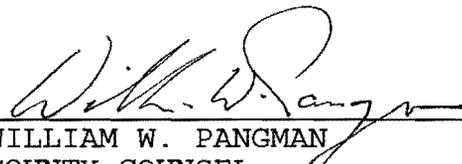
8. The term of this agreement shall be for a period beginning July 1, 1996 and ending June 30, 1997. This agreement shall be deemed renewed each year for an additional one-year-term unless either party notifies the other to the contrary, in writing, no later than June 1st of any year.

COUNTY OF SIERRA

APPROVED AS TO FORM:

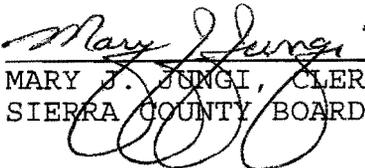


DONALD M. McINTOSH, CHAIRMAN
BOARD OF SUPERVISORS



WILLIAM W. PANGMAN
COUNTY COUNSEL

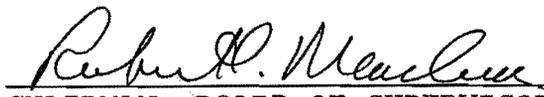
ATTEST:



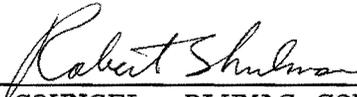
MARY J. JUNGI, CLERK
SIERRA COUNTY BOARD OF SUPERVISORS

COUNTY OF PLUMAS

APPROVED AS TO FORM:

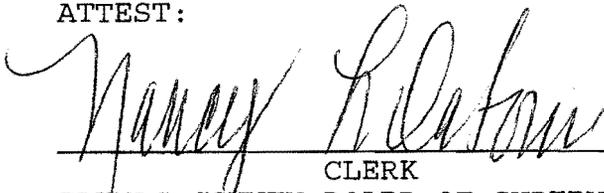


CHAIRMAN, BOARD OF SUPERVISORS



COUNTY COUNSEL, PLUMAS COUNTY

ATTEST:



CLERK
PLUMAS COUNTY BOARD OF SUPERVISORS