

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

MEETING DATE: March 17, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: APPROVING PARTY: PHONE NUMBER:

AGENDA ITEM: Discussion (County Auditor and Director of Transportation) and direction on Library Services Agreement with Plumas County.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other Attachments

BACKGROUND INFORMATION: See attached background statement and documents.

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: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

Agenda Item: Library Services Agreement with Plumas County

Background: The current status of the process is best explained in two attached emails sent to Van Maddox on March 10, 2020 regarding calculations of the County's annual contribution to Plumas County for services and the base agreement between the two counties. Van and I have been working together to formulate the final revisions.

The base agreement has been completely restructured and is more comprehensive and provides clarity on the tasks that Sierra County is to provide. A memo proposed to be sent to the ad hoc committee (not sent yet) members is also attached along with a spreadsheet prepared by Plumas County that shows the cost overruns that Plumas County covered for Sierra County from the 2014-15 fiscal year to current. The memo to the ad hoc committee shows the various actions that the Board of Supervisors needs to direct at the time in April 2020 that the final agreement is before the Board for approval. Keep in mind that the revised agreement is set to take effect July 1, 2020 and the Plumas CAO has suggested we start clean on July 1, 2020 rather than try to deal with the 2019-2020 fiscal year budget since we are 9 months along in the fiscal year.

Recommendation: Take no action on the agreement; discuss and give any needed direction; direct that the agreement be scheduled for BOS approval on April 21 in Loyaltion.

**MEMOS TO COUNTY AUDITOR
FINAL DRAFT INVOICE FORM AND METHODOLOGY
FINAL DRAFT SERVICES AGREEMENT WITH PLUMAS COUNTY**

Tim Beals

From: Tim Beals
Sent: Tuesday, March 10, 2020 1:23 PM
To: Van Maddox
Subject: FW:
Attachments: PLUMAS LIBRARY AGREEMENT-FINAL.docx

This is the final version of the agreement as I have worked on it with Lindsay and through Lindsay to Gabe. I think this will work and if the Board agrees on March 17, we can forward it formally to Gabe for his comments and our goal is to have this finalized in April to take effect on July 1, 2020. Gabe felt, and I agreed, that we are so far into the 19-20 fiscal year that it makes more sense to start this July 1, 2020 and start "clean".

The attachment to the agreement is the form of invoice and explains the methodology and my previous email to you sent just minutes ago outlines the way in which annual costs are calculated and passed on to Sierra County. It also includes a completed invoice for the 2019-2020 fiscal year as an example (except it does not currently include benefits costs at 2.8% which I will insert once Lindsay gets the ratio from her County Auditor).

The agreement itself seems easier to read, more clearly defines the obligations of both Counties, and provides a couple of additional agreement terms (partnership, contact persons, insurance) so the agreement is more thorough for present and future persons to administer.

So I am proposing to send this agreement, the sample invoice and payment methodology, and some background information to the Board for its review on March 17 and I do not want to forward any of this without your concurrence. What say you?

Tim

**Sierra County Agreement 2020-
Plumas County Agreement 2020-**

**AGREEMENT FOR
COUNTY FREE LIBRARY SERVICES**

BY THIS AGREEMENT, by and between the County of Plumas, State of California (hereinafter "PLUMAS") and the County of Sierra, State of California (hereinafter "SIERRA"), the parties hereto agree as follows:

OPERATIVE PROVISIONS

1) SCOPE AND AUTHORITY. "PLUMAS" provides a County Free Library Service to its residents as authorized under the California Education Code, Section 19100 et seq., and this public service is managed by a qualified Librarian under the direction of the "PLUMAS" Board of Supervisors. "SIERRA" wishes to provide limited County Free Library service to its residents and wishes to secure an Agreement with "PLUMAS" as authorized under the California Education Code, Section 19108, to provide limited County Free Library services as defined herein.

2) SERVICES PROVIDED BY "PLUMAS" UNDER THIS AGREEMENT.

"PLUMAS" agrees to provide the following library services under this Agreement:

- a. Provide limited County Free Library services to "SIERRA" at branch library locations currently located in the communities of Loyalton, Downieville, Sierra City, and Alleghany.
- b. Provide a credentialed County Librarian for reasonable levels of management oversight, reporting, and any required training to "SIERRA" branch library paid and volunteer staff regarding County Free Library services.
- c. Provide books and other materials customarily provided to branch library stations and under the supervision of the County Librarian, provide support services and programs under the Library Consortium, the California State library, and other library associations and organizations

that "PLUMAS" typically engages in the provision of County Free Library services.

- d. Provide, catalog, and ship materials and supplies to the "SIERRA" branch library stations; process reimbursements to branch library stations; and handle patron requests and required shipments.
- e. Provide "SIERRA" reasonable professional and technical support for recruitment, job interviews and employee on-boarding and placement, employee review and any personnel related actions, and time-worked reporting to the Sierra County Auditor for paid staff and volunteers located at each of the branch library stations.

3) OBLIGATIONS OF "SIERRA" UNDER THIS AGREEMENT.

"SIERRA" shall be responsible for the following obligations under this Agreement:

- a. Provide all human resource and employee-related services, supervision, and responsibilities for paid staff and volunteers serving the "SIERRA" branch library stations including payroll, personnel administration, required orientation and training, interfacing with workers compensation and insurance, and assuring compliance with Federal, State and County rules and regulations governing personnel.
- b. Providing timely reporting and any statistics as requested by the Plumas County Librarian.
- c. Provide physical space to serve as branch library stations and assure that such sites provide safe and compliant public access. "SIERRA" will conduct reasonable inspections to assure that branch library sites are safe and properly maintained.
- d. Be directly responsible for lease or rental payments for branch library stations, utility bills including but not limited to propane, electricity, domestic water, solid waste, heating oil, property and general liability insurance, and phone/internet services.
- e. Directly fund and provide payroll to the branch library stations based on historical budget allocation as follows: at Loyalton one .169 FTE employee (13.5 hours every two weeks); at Alleghany one .025 FTE employee (2 hours every two weeks); at Sierra City one .119 FTE employee (9.5 hours every two weeks); and at Downieville one .119 FTE employee (9.5 hours every two weeks). Hours may be adjusted up or down by "SIERRA" after consultation with the County Librarian.
- f. Based on budget, resources, and priorities, provide procurement, maintenance, and replacement of Informational Technology assets and related equipment at any of the branch library stations.

4) **COMPENSATION.**

“PLUMAS” shall annually, during the term of this Agreement and at least thirty (30) days prior to adopting a final County budget, submit to “SIERRA” a proposed budget for the provision of County Free Library Services outlining the proposed costs to “SIERRA” under this Agreement. This final budget shall not include the direct costs to “SIERRA” since the cost for employees, lease or rent payments for branch library stations, and utility costs, and other costs identified herein are exclusively a separate and direct responsibility of “SIERRA” under the terms of this Agreement. “SIERRA” may provide comments to “PLUMAS” on the proposed budget. Upon adoption of a final County Library budget by “PLUMAS”, it shall submit an invoice to “SIERRA” with a copy of the adopted Library budget and “SIERRA” shall tender payment within thirty (30) days of receipt.

The form of the invoice submitted to “SIERRA” by “PLUMAS” shall be provided annually in the format provided on the exhibit attached hereto as Exhibit A, which identifies those cost centers of the Plumas County Library budget that incur expenses attributed to “SIERRA” under this Agreement for salaries, services and supplies, and A-87 cost allocation/overhead.

It is understood by both Parties that in any given year or from time to time, grants, special projects, or issues that may arise in mid-year can create fluctuations in expenses and revenues and it is understood that when such a condition occurs, “PLUMAS” and “SIERRA” recognize the need to initiate communication between the “Contact Persons” identified in this Agreement for “Notice” between both Parties to this Agreement and approve any required amendments to the budget developed annually under this Agreement.

5) **TERM AND TERMINATION.**

The term of this Agreement shall be three years beginning July 1, 2020 and ending on June 30, 2024. This Agreement may be terminated by either party by serving written notice of termination no later than June 1 of any year. Otherwise, this Agreement will renew automatically for an additional term of three (3) years commencing July 1, 2024 and terminating June 30, 2027 unless further extensions are granted. This Agreement may be modified upon mutual written consent of both parties and any modification to compensation shall commence and become effective at the beginning of the fiscal year following the approved Agreement modification.

6) INDEMNIFICATION.

“SIERRA” agrees to hold harmless, indemnify, and defend “PLUMAS” from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, corporation, in connection with the performance of their obligations under this Agreement, including any claim of wrongdoing by a “SIERRA” employee, volunteer, or intern. “SIERRA” further agrees to hold harmless, and indemnify and defend “PLUMAS” from any and all claims or losses incurred by any supplier, contractor, or sub-contractor furnishing work, services, or materials in connection with their obligations under this Agreement. “PLUMAS” agrees to hold harmless, indemnify, and defend “SIERRA” from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, corporation, in connection with the performance of their obligations under this Agreement, including and claim of wrongdoing by a “PLUMAS” employee, volunteer, or intern. “PLUMAS” further agrees to hold harmless, and indemnify and defend “SIERRA” from any and all claims or losses incurred by any supplier, contractor, or sub-contractor furnishing work, services, or materials in connection with their obligations under this Agreement. This provision survives termination of this Agreement.

7) RECIPROCAL WAIVER OF CLAIMS.

“PLUMAS” and “SIERRA” shall each be responsible for their own losses, including Workers Compensation benefits as may be applicable to any injuries sustained by an employee, intern, or volunteer of each Party, arising out of the performance of this Agreement. Each of the Parties hereby waive and release any claim against the other for compensation for any loss or damage to its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of services under this Agreement.

8) NO PARTNERSHIP.

This Agreement shall not create a partnership nor joint venture, as between the parties, nor shall be considered as such. Each of the Parties shall retain their independent status. Neither “PLUMAS” nor “SIERRA” are agents one of the other.

9) INSURANCE.

“PLUMAS” AND “SIERRA”, so long as both Parties are members of the Trindel and CSAC-EIA Insurance Program, will not be required to provide separate

liability, workers compensation, or property insurance and shall not be required to identify each Party as additional Insured under this Agreement.

10) NOTICE/CONTACT PERSONS.

The following contact persons shall be designated as the parties that receive notice and any official notifications under this Agreement:

For "PLUMAS":

Plumas County Board of Supervisors
Attn.: Chairman of the Board
556 Main Street
Quincy, California 95971

With Copies to: County Administrator
556 Main Street-Suite 309
Quincy, California 95971

County Librarian
445 Jackson Street
Quincy, California 95971

For "SIERRA":

Sierra County Board of Supervisors
Attn: Chairman of the Board
PO Drawer D
Downieville, California 95936

With Copies to: County Auditor
PO Box 425
Downieville, California 95936

11) EFFECTIVE DATE OF AGREEMENT.

This Agreement shall become effective as of July 1, 2020.

SIERRA COUNTY:

PLUMAS COUNTY:

By:

By:

JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

KEVIN GOSS, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

By:

DAVID PRENTICE
COUNTY COUNSEL

SHARON THRALL, VICE-CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

CRAIG SETTLEMIRE
COUNTY COUNSEL

GABRIEL HYDRICK
COUNTY ADMINISTRATOR

ATTEST:

NANCY DA FORNO
CLERK OF THE BOARD

LIBRARY SERVICES AGREEMENT

EXHIBIT "A" FORMAT FOR INVOICING FISCAL YEAR 2019-2020

	Total
Plumas County Personnel Costs Applicable to Services to Sierra County 2.8%* of the Following Positions	
1) County Librarian	
2) Librarian	
3) Fiscal and Tech Services Assistant	
4) Library Technician	
 2019-2020 Costs-\$147,818.00	
2.8%-\$4,138.90	\$4138.90
 PLUMAS COUNTY SERVICES AND SUPPLIES COSTS APPLICABLE TO SERVICES TO SIERRA COUNTY 3.7%* of the Following Cost Centers/Sub Accounts	
1) Postage	
2) Office Expense	
3) Library Processing	
4) Microfilming	
5) Program Subscriptions	
6) Books	
7) Travel (Out of County)	
 2019-2020 Costs-\$61,033.00	
3.7%-\$2,258.22	\$2258.22
 PLUMAS COUNTY 2 CFR PART 200 (A-87) COST ALLOCATION FOR OVERHEAD 5.5% of the Cost Allocation Plan for Services Provided To the Plumas County Library Budget for Services To Sierra County by the following Departments: County Auditor, County Treasurer-Tax Collector, County Counsel, County Administrator, and County Human Resources**	
 2019-2020 Costs-\$22,856.00	
5.5%-\$1257.08	\$1257.08
 CONTINGENCY***	\$1000.00
 Total	 \$8654.20

*Percentages Computed Annually by County Librarian Based on Approved Final Budget

**HR will not be included in future invoices-Sierra County Provides Services

***Contingency, if not used, will be rolled over to ensuing fiscal year invoice

Tim Beals

From: Tim Beals
Sent: Tuesday, March 10, 2020 1:13 PM
To: Van Maddox
Subject: FW:
Attachments: Plumas Library-Invoice Form.docx

Van I have been working with Lindsay to standardize the formula for computing Sierra County costs annually for the Library agreement. The attached invoice form will be attached to the final Library agreement and used annually by Plumas County to advise us of anticipated costs for each fiscal year under the agreement.

How this is structured is that Lindsay (the County Librarian) computes each year, the personnel costs, the services and supplies costs, and then they give us the overhead charges under their cost allocation plan (as we know it is always 2 years in arrears). The percentages she shows for salaries (2.8%) and for services and supplies (3.7%) are her figures and calculations showing the percent impact that the Sierra Agreement has on her budget and we are applying it accordingly. She is getting the % that benefits are charged (ratio of salaries to benefits) and when I get that number, a benefit entry will be made to the personnel section of the invoice this invoice and become part of the calculation.

I used these numbers to create an invoice using 2019-2020 figures and plan to attach it to the agreement to show the form of invoice and the formula so there is standardization and accuracy. These numbers are her numbers and she feels quite comfortable with it. She worked these numbers up from her final budget in Plumas County (it does not currently show benefits). I suggested a contingency of \$1000 (if this is an issue, we can remove it as it was my idea...she does not have a strong opinion on this)that if not used, gets rolled over into the ensuing fiscal year. The overhead charge of 5.5 % for the 2019-2020 fiscal year includes HR for Plumas County but hereafter, will not as we have assumed this responsibility. So when it is all said and done, this formula can be used each year, is based on the County Librarians estimate of % costs for personnel and services/supplies, and the overhead has been reduced by eliminating HR...the bottom line is very friendly to Sierra and is less than we have been paying in the past by a slim amount.

Does this make sense?

Tim

From: Tim Beals
Sent: Monday, March 9, 2020 5:15 PM
To: Tim Beals <tbeals@sierracounty.ca.gov>
Subject:

LIBRARY SERVICES AGREEMENT

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***Contingency, if not used, will be rolled over to ensuing fiscal year invoice

AD HOC COMMITTEE MEMO
OUTLINING ACTIONS TO BE TAKEN

PLUMAS COUNTY LIBRARY SERVICES AGREEMENT
IMPLEMENTATION

Tim Beals

Sent: Tuesday, March 3, 2020 2:02 PM
To: peter w huebner; Sharon Dryden; Van Maddox; David Prentice
Cc: Miriam Dines
Subject: Library Services Agreement and Appurtenant Items Needing Direction

I have attached a revised agreement for County Free Library Services with Plumas County and both Van and I have reviewed the content and agree with its current wording and direction. Please review this agreement as it looks quite different than any of the previous versions and clarifies points that I was able to discuss with Plumas CAO, Gabe when I was in Quincy two weeks ago. It also reflects current input from County Librarian, Lindsay Fuchs. I think the agreement will work but to be clear, this agreement places the responsibility for Human Resources-Personnel as well as Payroll on Sierra County. Plumas County has made it clear that they do not wish to provide those services under this or any future Library Services agreement. I believe that the agreement is now in a position to be approved by the Board of Supervisors on April 7 so any proposed edits need to be sent to me soon so we can wrap up coordination with Plumas County.

In the draft agreement attached, you will note that we have re-structured the method for calculating the annual budget and the methodology for this annual calculation is now memorialized in the attached agreement as Exhibit A. Plumas has agreed to limit its charges to those personnel and services and supplies that directly support Sierra County Library services. Likewise, they have agreed to limit the A-87 (overhead) charges to their County Auditor, County Treasurer-Tax Collector, County Counsel, and County Administrator and have removed all other departments, including Human Resources from the calculation. The proposed 5.5% originally suggested by Plumas included personnel and payroll and now that those duties are to be direct services provided by Sierra County, it was our position that the overhead charges should be reduced. They agreed. Also, since we are 9 months into fiscal year 2019-2020, we have agreed to start the effective date of this revised agreement to July 1, 2020 and have made the necessary adjustments to the term provisions in the attached agreement. As you can see, the Sierra County fiscal commitment to Plumas County now sits at approximately \$10,000 to \$12,000 and the method to calculate the annual budget is clear and simple.

So should this new agreement be approved, there are a number of "direction to staff" items that need your attention once the agreement is approved. Those items are as follows and will be on the April 7 Board agenda:

1. Please see the attached budget spreadsheet provided to Sierra County at its ad-hoc committee meeting held last year in Sierraville. As you can see, the spreadsheet shows the cost or service overruns from 2014-2015 through June 30, 2019 in the amount of \$5,062.13. It is recommended that the Board direct the Auditor to pay the amount of \$5,062.13 to Plumas County to erase the past cost overruns that occurred and to confirm to Plumas County that Sierra County will cover its actual costs for the services.
2. Direct the Director of Transportation to review the leases in place for the four branch library stations in Sierra County and to report to the Board on any amendments that are recommended for leases going forward.
3. Direct the Planning Director and Safety Officer to make joint inspections of the four branch library stations in Sierra County and provide a report on the relative condition of the Library Facilities including but not limited to maintenance efforts, ADA access, parking, Building Code compliance related to life and safety matters, and risk assessment related to County insurance for the public and for employees, volunteers, and interns operating at each respective site.
4. Direct the Personnel Director and County Auditor to prepare for Board of Supervisors approval, a job description for "Library Assistant" or "Library Technician" and implement placement within the County payroll tables/charts accordingly and convert all existing library employees (formerly Plumas County employees) to Sierra County employees effective July 1, 2020 through a proper Personnel Action Form and provide any required orientation or employee training.

5. Identify and direct the County Department that will exercise Supervision over the four paid staff positions as well as any volunteers or interns serving the four branch library stations and further direct that the identified Department begin immediate coordination and communication with the Plumas County Librarian to assure a smooth transition with the revised Library services agreement.

Thank you.

Tim Beals

COST SPREADSHEET FROM PLUMAS COUNTY
SHOWING COST OVERRUNS THAT HAVE BEEN PAID
FOR SIERRA COUNTY LIBRARY SERVICES
SINCE 2014-2015 THROUGH 2018-2019
IN THE AMOUNT OF \$5062.13

**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