

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

MEETING DATE: June 16, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: Public Works and Transportation	
APPROVING PARTY: Tim H. Beals, Director	
PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Rescission of Agreement 2020-003 and approval of revised agreement with Plumas Co. for County Free Library Services.	
SUPPORTIVE DOCUMENTS ATTACHED: <input type="checkbox"/> Memo <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Other Email with Lindsay Fuchs of Plumas County regarding this draft agreement.	
BACKGROUND INFORMATION: The term of this updated library services agreement is 3 years and has the option for automatic renewal if no changes are brought forward.	
FUNDING SOURCE: 001	
GENERAL FUND IMPACT: 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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
COMMENTS: _____ _____ _____ _____		
CLERK TO THE BOARD _____	DATE _____	

Miriam Dines

To: Tim Beals
Subject: RE: Library Services Agreement-Plumas County

From: Hydrick, Gabriel [<mailto:GabrielHydrick@countyofplumas.com>]
Sent: Tuesday, June 9, 2020 6:28 AM
To: Tim Beals <tbeals@sierracounty.ca.gov>; Fuchs, Lindsay <LindsayFuchs@countyofplumas.com>
Cc: Van Maddox <auttc@sierracounty.ca.gov>
Subject: RE: Library Services Agreement-Plumas County

Good morning Tim and Van,
Lindsay and I enjoyed working with your team. This was good to update a very outdated agreement, but more importantly to develop and build relationships with Sierra. Thanks and best to all, Gabriel

From: Tim Beals <tbeals@sierracounty.ca.gov>
Sent: Friday, June 5, 2020 2:16 PM
To: Fuchs, Lindsay <LindsayFuchs@countyofplumas.com>
Cc: Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>; Van Maddox <auttc@sierracounty.ca.gov>
Subject: Library Services Agreement-Plumas County

Hello Lindsay...Please find attached, the revised and final draft of the "Agreement for County Free Library Services" between Plumas County and Sierra County. This agreement represents a lot of work and a lot of communications back and forth and I trust it represents everything we have discussed along the way. This has been reviewed by the Board of Supervisors, which includes the County Counsel and County Auditor, and unless changes need to be made to accommodate any concerns from the Plumas County, we are hopeful that we can have both Plumas and Sierra County Board of Supervisors be in a position to approve the agreement at their regular meeting of June 16, 2020. This will allow the effective date of the agreement (July 1, 2020) to begin with a brand new approach as we have planned.

The proposed agreement also includes an Exhibit A which is a form for displaying the annual costs of the agreement and is a form for invoice as well. This takes any confusion out of the process and it includes personnel costs (salaries and benefits), services and supply costs, A-87 or 2 CFR Part 200 costs, and a small contingency that we expect will not be needed but if it is, there is a small fund to cover any unanticipated expenses for Plumas County in the agreement.

As you may know, Sierra County recently forwarded a payment to Plumas County for the additional costs over and above the cap for costs incurred by Plumas County under the former library agreement for the fiscal years 2014-2015 through 2018-2019. This payment represents the summary of costs that you provided us in Sierraville at the library committee meeting when we first commenced negotiations on the revised agreement and the check includes the costs for expenses in serving the County over and above the library agreement as stated for the above fiscal years and also Plumas County's proportionate A-87 costs accordingly. So we should be good and the deck is clear for this new version of the agreement to become effective.

Thanks for taking my call today and so you are aware, the changes you asked for in the final agreement are all in place. Take care and please call if you have questions or concerns.

**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 (2.5 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.

Each branch library station occasionally collects late fees (estimated not to exceed \$20 per fiscal year) and also may have occasional book sales, take in donations, and participate in fund raising activities. It is recognized that each branch library station shall continue to forward collected late fees to the Plumas County Librarian as has been done in the past and any revenues collected through donations, book sales, or fund raising activities shall continue to be authorized for use in branch library station to assist in funding special events, purchase of supplies or payment of site utilities as may be needed, and costs for minor expenses associated with the operation of each branch library station.

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
520 Main Street
Quincy, California 95971

With Copies to: County Administrator
520 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 SETTEMIRE
COUNTY COUNSEL

GABRIEL HYDRICK
COUNTY ADMINISTRATOR

ATTEST:

NANCY DA FORNO
CLERK OF THE BOARD

LIBRARY SERVICES AGREEMENT

EXHIBIT "A"
FORMAT FOR INVOICING
FISCAL YEAR 2020-2021

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 (Salaries Only)	
Salaries at 2.8%	\$4,138.90
Benefits-38% of Salaries (Per Plumas County Salary/Benefit Ratio) of \$4138.90	\$1,572.78

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
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Total	\$10,226.98
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*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 and only to be used by Plumas County Librarian

LIBRARY SERVICES AGREEMENT

EXHIBIT "A" FORMAT FOR INVOICING FISCAL YEAR 2020-2021

	Total
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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	
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