

**NOTICE OF CALL OF SPECIAL MEETING  
TO THE MEMBERS OF THE SUSANVILLE CITY COUNCIL:**

You are hereby notified that a SPECIAL MEETING of the Susanville City Council will be held in the Council Chambers of City Hall in the City of Susanville at 66 North Lassen Street, Susanville, California on **April 17, 2017 at 10:00 am.** to transact the following business:

Call Meeting to Order  
Roll Call of City Councilmembers  
Pledge of Allegiance

**1     APPROVAL OF THE AGENDA:**

**2     PUBLIC COMMENT:** Members of the public may address the Council concerning **any item on the agenda** prior to or during consideration of that item.

**3     CLOSED SESSION:** No business.

**4     SCHEDULED MATTERS**

- A     Review letters of interest and consider appointment of applicant to fill vacancy on the Susanville City Council
- B     Consider approval of **Resolution No. 17-5374** amending agreement with the Honey Lake Valley Recreational Authority for Management, Administration and Operational Services

**5     ADJOURNMENT:**

  
Kathie Garnier, Mayor

ATTEST:   
Heidi Whitlock, Assistant to the City Administrator

**AFFIDAVIT OF MAILING NOTICE**

I, the undersigned City Clerk of the City of Susanville, California do hereby certify that an original of the **NOTICE OF CALL OF SPECIAL MEETING April 17, 2017 at 10:00 a.m.** was delivered to each and every person set forth on the list contained herein on the 14th day of April, 2017. A copy of said Notice is attached hereto.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at Susanville, California this 14th day of April, 2017.

  
Heidi Whitlock, Assistant to the City Administrator

Kathie Garnier	electronic mail
Joseph Franco	electronic mail
Kevin Stafford	electronic mail
Brian Wilson	electronic mail

Reviewed by: JGH City Administrator  
\_\_\_\_ City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted by:** Heidi Whitlock, Assistant to the City Administrator

**Action Date:** April 17, 2017

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Review Letters of Interest and Consider Appointment of Applicant to fill Vacancy on the City of Susanville City Council

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** With the resignation of Councilman De Boer and subsequent vacancy effective April 1, 2017, the Council directed staff to proceed with a solicitation to fill the vacancy by appointment pursuant to California Government Code 36512(b). Letters of interest were received by candidates in lieu of holding a special election. An advertisement was flown and six letters were received from eligible candidates. The City Council will review the letters attached, interview all candidates and consider an appointment.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Review Letters of Interest and Consider Appointment of Applicant to fill Vacancy on the Susanville City Council.

**ATTACHMENTS:** Letters of Interest: Bonham, Kurt  
Callegari, Lino  
Jambois, Wayne  
Loflin, Mary  
Moore, Brian  
Schuster, Mendy

B

**Kurt A Bonham**

1185 Ashley Way  
Susanville, CA 96130

(530) 260-2282

Email [bonhamcpa@citlink.net](mailto:bonhamcpa@citlink.net)

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March 31, 2017

Mayor and Members of the Susanville City Council  
66 North Lassen St  
Susanville, CA 96130

I hereby submit my request to be appointed to the City Council.

Having served on the Council and as Mayor from 2006-2010 I clearly have the experience and understanding of what it takes to be a member of the City Council. I have served on numerous boards and commissions over the years. I am fully aware of the time commitment to perform the duties.

When the City Council replaced Councilman Joy, we learned that experience and availability was vitally important to accomplish a smooth transition. We had a great group of concerned applicants but chose former Councilman Vern Templeton because of his understanding of City Council operations and his ability to immediately contribute to the City Council. I believe that my appointment will provide that same benefit to the citizens of Susanville.

Thank you for your consideration.

Sincerely,



Kurt A. Bonham

March 21<sup>st</sup>, 2017

Mayor Kathie Garnier

Mayor Pro tem Joe Franco

Council Members, Kevin Stafford & Brian Wilson

City of Susanville

66 N. Lassen Street

Susanville, CA 96130

RE: Letter of Interest, Vacant City Council Seat

Dear Mayor, Mayor Pro tem and Council members,

I am writing to express my interest in the vacant council seat.

I have been a member & citizen of Lassen County all my life, having been born in Westwood and graduated from Westwood High School. I entered the army (Korean War) in 1953 then returning to Lassen County to attend Lassen Community College.

I obtained an AA Degree in Criminal Justice. I attended the University of California Chico obtaining a BA in Public Administration. I completed my Graduate Studies at the University of Virginia, while attending the FBI Academy at Quantico, Virginia in 1977.

My wife and I have owned our home at 443 Pardee Avenue for 56 years, also owning two Rentals in Susanville.

Past employment:

1. Lassen County Sheriff's Department, 30 years.
  - a. Deputy
  - b. Sergeant
  - c. Lieutenant
  - d. Undersheriff
  - e. Chief Criminal Investigator
  
2. Lassen Community College:
  - a. Professor Criminal Justice
  - b. Evening Coordinator and Outreach Coordinator
  
3. City Council –Susanville, February 1988- July 2016.

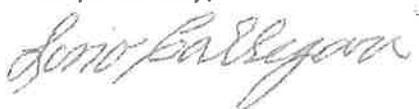
Community Service & Programs Implemented:

- a. Boy Scout Government Day
- b. Buy a Block, Build a Dugout (Memorial Park)
- c. Grandstand Restructure
- d. Established Drivers Training Program discontinued by High School, keeping training and money locally
- e. Past President of ACCAP statewide 2 years

I am excited for the opportunity to collaborate and work with you on the council and to serve the Citizens of Susanville.

Thank you in advance for your consideration. I look forward to meeting with you and discussing any question you might have.

Respectfully,



Lino Callegari

April 5, 2017

TO: Jared Hancock  
City Administrator

SUBJECT: City Council Vacancy

Dear Mr. Hancock,

I would respectfully request that I be considered as an individual interested in filling the vacancy created by the retirement of Mr. Rod DeBoer from the Susanville City Council. I am a registered voter, over 18 years of age and reside at 110 South Roop St. in Susanville.

Currently, I serve as a Commissioner on the City of Susanville Planning Commission having been first appointed in the year 2000. I have been honored to serve as the Planning Commission's Chairman and Vice Chairman over the years and I am very proud of the work the Planning Commission has done in working with city staff, the public and business community on a host of issues and planning decisions affecting our wonderful city.

In addition, I served for over 26 years as a Commissioner on the Lassen County Fish and Game Commission representing District Two which is located in the Susanville city limits. I am proud of the work accomplished by the Fish and Game Commission, especially those efforts and actions that benefitted the local Junior Fishing Derby on the Susan River and junior hunters.

I have a long history of city and county service and feel that I have the experience, patience, leadership skills and interest to serve our citizens on the City Council.

Thank you for your kind consideration of my my request.

Respectfully Submitted,

  
Wayne Jambois

**Mary Loflin  
940 Washo Lane  
Susanville, CA 96130**

**Letter of Intent: TO: City of Susanville – City Council Members**

**Dear City Council Members:**

**I would like to request that I be taken into consideration as candidate to fulfill the current City Council Term of Rod DeBore.**

**I have been a lifelong resident of Susanville, I have been involved in a variety of civic and community activities and think I would be able to fulfill the responsibilities of that position in a positive manner.**

**For your information, I have been a business owner in Susanville for 30 years providing a very successful Health and Fitness Center for our community.**

**I will be retiring from The County of Lassen in May of 2017, where I held the position of Assistant Road Engineer for 15 years.**

**My community service includes being very involved in the education, sporting and church activities of my 3 children and husband of 35 years where we participated as board members, team coaches, score-keeper and maintenance and activity youth advisors. Through our business we developed activities and programs that enhanced self-esteem and promoted confidence for the youth of our community.**

**In 1999-2000 I nominated and presented with an achievement award by the City of Susanville City Council Members as "Citizen of the Year" for all of my outstanding achievements and quality of programs that enhanced the youth and adults of our community.**

**I have served in multiple roles in our community as Professional Business Owner/Operator, Instructor and Fitness Trainer at New Image Racquetball & Fitness Center. I have also worked in the Road Department in Engineering at Lassen National Forest, Sierra Army Depot, and Citizens Utilities and as a Banker for Safeway Select Bank where I held the title as being "Number One Bank in the Nation" where I taught promotional and coaching opportunities for over 500 banks and (2) two thousand employees in Select Banking Skills, Customer Relations Practices and Community Appreciation and Account Acquisitions. I later took the position at Lassen County in the Public Works and Transportation Department as Assistant Road Engineer and Surveyor, later moving to an Associate Road Engineer where I built a Rail-Road Inner Connect System Placing Warning Lights and Crossing Arms with (3) three miles of underground and overhead electricity on County Road A-21 near Westwood California, I was also involved in the construction of (2) Airport widening and overlays Airport Improvement Projects, along with several; road improvement projects such as the 7.3 mile Hot mix Asphalt Overlay Project on Richmond Road and Riverside Drive. I have a Cable Utilization Certificate for Outside Plant Operations and Improvements of Infrastructure. I feel that my past experiences make me a great candidate to understand the needed knowledge to**

**rebuild the infrastructure of our City Roads, Natural Gas, Water lines and Geothermal and Planning need for our community. Additionally I have played a major role in the planning and development of several community events. I believe that my past education, work experience and volunteer involvement have prepared me to work with people in a variety of settings, see problems, find solutions to problems, operate with budget constraints, and listen to concerns of others, all skills that would allow me to serve the City of Susanville well.**

**I am a citizen of the United States**

**I am over the age of 18 years old**

**I have been a resident of Susanville CA for 54 years 55 years in August**

**I am a registered voter of the city; and**

**I am not currently on probation or parole for any felony or an offense comparable to a felony in the military.**

**Respectfully Yours,**

**Mary Loflin**

A handwritten signature in cursive script, appearing to read "Mary Loflin", written in black ink.

To: Susanville City Administrator

From: Brian Moore

Re: City Council Vacancy

Hi, my name is Brian Moore. I am writing this letter to express my interest in the City Council Vacancy. I am a lifelong resident of Susanville, born in 1973. I have worked for the past 20+ years with youth from Susanville, as well as other cities and counties throughout Northern California in a group home setting. I obtained my Administrators certificate 3 years ago, and have been a co-Administrator since at Diamond Peak Boys Home and Honor House.

For the past 3 years, I have been responsible for staff scheduling for 20-30 employees at the group home, a 24 hour care facility. I have also been in charge of the budget, from employee salaries to the household budgets, including food, clothing, vehicles and maintenance, etc.

For the past 20 years, I have been involved with the local schools, as we have had between 6 and 22 kids attending local schools. We have many dealings annually with the schools, as our clients are typically troubled and have had issues at school in their past. We have had many of these clients graduate high school, and a number of them being the first in their family. We have been able to work well with the schools, and often times brainstorm ideas with school personnel to create opportunities for the kids to be successful.

Over the past 20 years, I have had many dealings with local law enforcement, as they respond when we have problems at the group homes. I have also had many dealings with the local and out of county probation departments. These relationships have always been professional, and have not had a bad experience with any of them. The probation departments we deal with all really like our program, and what we have been able to accomplish with the youth. Law enforcement has always enjoyed our willingness to handle problems ourselves if we can, and our willingness to help, especially when runaways occur.

For the past 20 years, we have been doing business with other local businesses. I have a good relationship with many of the local businesses in town. I know it can be difficult at times to keep business local, but I have done so whenever possible as to keep the money and funding in the community I live in.

We have a great community here in our little corner of the world. I have never wanted to leave this community, and am at a point in my life where I would like to do more for my community. I don't know the ins and outs of City Council, but I am a fast learner, and put the time and effort in to any project that I take on. If needed, I can obtain letters from community members that would support me as a Council Member. If you need references, additional information, or have any questions, I would be happy to get what is needed. Thank you for your time and consideration.



Brian S. Moore

825 Plumas St

Susanville, CA 96130

(530) 310-1490

bmoore@ea.org

**Armenda "Mendy" Schuster  
390 S. Lassen Street  
Susanville, California 96130  
530-257-2510**

**March 22, 2017**

**City of Susanville**  
ATTN: City Administrator  
66 North Lassen Street  
Susanville, CA 96130-3904

**Dear Administrator:**

I am writing to let you know of my interest in serving as a member of the City Council to fulfill the remainder of Rod E. De Boer's term ending in June 2018.

My maternal grandparents moved to Susanville in the mid 1940's and were soon followed by my paternal grandparents in the 1950's. My parents attended local schools and were married in 1959. I was born at Potters Maternity Home in Susanville where I grew up and attended Roosevelt, McKinley and Diamond View Schools before graduating from Lassen High School and attending Lassen College. I have always enjoyed living in Susanville and plan on living out my life here.

My husband and I had our home built near the neighborhood I grew up in. We raised both my daughter and stepson in Susanville where they attended local preschools and schools. My daughter and stepson are locally employed and are raising their families in Susanville.

Prior to retirement, I worked at Lassen College and Lassen High School. I have served on the Meadow View School Site Council and Diamond View School Site Council along with many committees in our town. I feel my experience and attributes will assist in the enhancement of our community. I have found that only by the work of its citizens can our community succeed.

As you can see from my family history, I am a committed citizen of Susanville. I have the desire and the time to serve and make Susanville the best it can be.

I would appreciate the opportunity to serve and thank you for your consideration.

Sincerely,

  
Mendy Schuster

Reviewed by: JA City Administrator  
                  \_\_\_ City Attorney

\_\_\_ Motion only  
\_\_\_ Public Hearing  
X Resolution  
\_\_\_ Ordinance  
\_\_\_ Information

**Submitted by:** Heidi Whitlock, Assistant to the City Administrator

**Action Date:** April 17, 2017

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Consider approval of **Resolution No. 17-5374** amending Agreement with the Honey Lake Valley Recreation Authority for Administrative, Management and Operational Services.

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** The Honey Lake Valley Recreation Authority (HLVRA), since December 2013, has utilized the administrative services of the City of Susanville. In February 2016, the HLVRA entered into an agreement for Administrative and Management Services with the City of Susanville and has requested that the City amend the contract to include Operational services. The following sections have been changed:

1. Areas referencing Administrative and Management services now includes Operational
2. Section 2 (g) added
3. Section 5, second paragraph now states that the HLVRA can request the replacement of any staff assigned in the Executive Officer, Secretary or Pool Director/Manager positions
4. Section 6, paragraph has altered workers compensation language as shown in attached agreement
5. Section 6 D added regarding workers compensation (and existing letters following are renamed)
6. Section 12 now requests 90 days' notice for termination of agreement request
7. Appendix A – updated salaries of existing staff and additional positions added as needed

Staff and legal counsel have reviewed and amended the original agreement and the agreement is ready for the Council's review and approval.

**FISCAL IMPACT:** Reimbursable costs for staff time as laid out in the Agreement.

**ACTION REQUESTED:** Motion to Approve Resolution No. 17-5374 amending Agreement with the Honey Lake Valley Recreation Authority for Administrative, Management and Operational Services.

**ATTACHMENTS:** Resolution No. 17-5374  
Amended Agreement between City and HLVRA

**RESOLUTION NUMBER 17-5374**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT FOR CITY**  
**STAFF TO PROVIDE ADMINISTRATIVE, MANAGEMENT AND OPERATIONAL**  
**SERVICES TO THE HONEY LAKE VALLEY RECREATION AUTHORITY**

**WHEREAS**, the City of Susanville began providing management and administrative services to the Honey Lake Valley Recreation Authority in December 2013; and

**WHEREAS**, the Parties wish to amend the existing agreement between the City and Honey Lake Valley Recreation Authority to include Operational Services as reflected in "Exhibit A"; and

**WHEREAS**, the Honey Lake Valley Recreation Authority agrees to reimburse the City of Susanville for Administrative, Management and Operational Services and direct costs based on the terms of the Agreement.

**NOW THEREFORE BE IT RESOLVED**, By the City Council of the City of Susanville that the Mayor is hereby authorized to execute the amended Agreement for City staff to provide Administrative, Management and Operational Services to the Honey Lake Valley Recreation Authority.

Dated: April 17, 2017

APPROVED: \_\_\_\_\_  
Kathie Garnier, Mayor

ATTEST: \_\_\_\_\_  
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 17-5374 was adopted at a special meeting of the City Council of the City of Susanville, held on the 17th day of April, 2017, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Jessica Ryan, City Attorney

**AGREEMENT FOR ADMINISTRATIVE AND OPERATIONAL SERVICES  
FOR THE HONEY LAKE VALLEY RECREATION AUTHORITY**

THIS AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the CITY OF SUSANVILLE (hereinafter "CITY"), and the HONEY LAKE VALLEY RECREATION AUTHORITY (hereinafter "HLVRA"), a joint powers agency formed pursuant to the Joint Powers Exercise of Powers Act, Government Code Section §6500 et seq., by the City of Susanville and the County of Lassen.

**RECITALS**

**WHEREAS**, pursuant to Government Code Section §6500 et seq. and the Joint Powers Agreement Between the City of Susanville and the County of Lassen for the creation and operation of a Joint Powers Authority for the purpose of constructing a Community Swimming Pool (hereinafter "JPA Agreement"), HLVRA is authorized to enter into an agreement with the CITY for Management, Administrative and Operational Services; and

**WHEREAS**, on December 10, 2013, the City of Susanville began providing Management and Administrative Services to the Honey Lake Valley Recreation Authority; and

**WHEREAS**, the Honey Lake Valley Recreation Authority requested that the City of Susanville also provide operational services; and

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

**TERMS**

1. **TERM.** This Agreement shall become effective on the date it is approved by the respective agencies and shall continue until terminated by either party.

2. **MANAGEMENT, ADMINISTRATIVE AND OPERATIONAL SERVICES TO BE PROVIDED BY CITY.** CITY shall provide the following Management, Administrative and Operational Services to the HLVRA.

- a) Overseeing all aspects of the project including: planning, financing, property acquisition, site preparation, design, permitting and construction.
- b) Administer operational and governmental compliance Functions of the Authority
- c) Administer and oversee Board correspondence and reports
- d) Preparation of agendas and minute keeping
- e) Contract management
- f) Additional administrative duties as needed
- g) Hiring pool facility staff, payroll, human resources, training and operations

3. **REIMBURSEMENT RATES.** In consideration of CITY's fulfillment of the promised services, HLVRA shall reimburse CITY for personnel and direct costs incurred by CITY in providing Management, Administrative and Operational Services to the HLVRA. The hourly rates are included in "Appendix A" and will be updated annually and becomes effective upon Board approval.

4. **METHOD OF REIMBURSEMENT.** Reimbursement requests for services and direct costs incurred by CITY after the execution of this Agreement shall be presented to the HLVRA Board for approval and shall include a description of time and services provided. CITY shall submit such invoices to the Board for review and approval. Such invoices shall be paid to CITY within thirty (30) days of approval.

5. **SERVICE STANDARDS.**

CITY agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which CITY is engaged. CITY shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any confidential information relative to the work of HLVRA or the operations or procedures of HLVRA without the prior written consent of HLVRA.

CITY shall make every reasonable effort to maintain the stability and continuity of CITY's staff assigned to perform the services required under this Agreement. CITY shall notify HLVRA of any changes in CITY's staff to be assigned to perform the services required under this Agreement. HLVRA reserves the right in its sole discretion to reject and request replacement of any staff assigned by the CITY to the following positions:

- a) Executive Officer
- b) Secretary
- c) Pool Director/Manager

6. **INDEPENDENT AGENCY.**

A. It is understood and agreed that CITY (including CITY's employees) is an independent agency and that no relationship of employer-employee exists between the Parties, or their employees, hereto.

B. CITY's assigned personnel shall not be entitled to any benefits payable to employees of HLVRA, and CITY shall be responsible to ensure necessary labor compliance for the provision of work under this Agreement. CITY shall provide all worker's compensation insurance coverage for all employees performing work under this Agreement. In the event an injury occurs to any employee of the CITY for which the employee or his dependents, in the event of his death, may be entitled to compensation from HLVRA under the provisions of California worker's compensation laws, for which compensation is claimed from HLVRA, such sums shall be paid directly through workers compensation coverage carried by the HLVRA.

C. HLVRA is not required to make any deductions or withholdings from the compensation payable to CITY under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CITY's assigned personnel.

D. CITY shall not be liable for any worker's compensation, unemployment insurance, or disability claims, made by persons employed directly by HLVRA. CITY shall tender such claims to HLVRA promptly upon receipt. In the event any pool employees are employed by the CITY, and assigned to HLVRA by this Agreement, HLVRA shall be liable for unemployment insurance claims, if any, made by those employees and resulting from the pool season, and shall reimburse CITY within thirty (30) days of receipt of CITY's demand for such reimbursement.

E. CITY, in the performance of its obligations hereunder, is only subject to the control or direction of HLVRA as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CITY shall be entirely and exclusively under the direction, supervision, and control of CITY.

G. CITY hereby indemnifies and holds HLVRA harmless from any and all claims that may be made against HLVRA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

H. It is mutually agreed that all materials prepared by CITY or its employees under this Agreement shall become the property of HLVRA, and CITY shall have no property right therein whatsoever. Immediately upon termination, HLVRA shall be entitled to, and CITY shall deliver to HLVRA, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed and operational plans and documents to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CITY in performing this Agreement which is not CITY's privileged information, as defined by law, or CITY's personnel information, along with all other property belonging exclusively to HLVRA which is in CITY's possession.

7. **ACCESS TO RECORDS/RETENTION.** All non-privileged books, documents, papers and records of HLVRA that are directly pertinent to the subject matter of this Agreement shall be available to either party for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, or duly adopted records retention schedule, CITY shall retain records until after HLVRA makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. HLVRA shall cooperate with CITY and CITY shall cooperate with HLVRA in providing all necessary data in a timely and responsive manner to comply with all reporting and record retention requirements.

8. **ASSETS.** The parties recognize that furniture, equipment, office supplies, vehicles and other personal property will be required by the CITY to carry out its duties under this Agreement. All such personal property which is purchased or otherwise acquired by the CITY shall be the sole property of the CITY and shall remain CITY property upon the termination of this Agreement. If HLVRA purchases or otherwise acquires any personal property for use by the CITY in carrying out the duties of the CITY under this Agreement, such property shall remain the sole property of HLVRA at all times and shall be promptly returned to HLVRA by the CITY upon termination of this Agreement.

9. **INDEMNIFICATION.**

HLVRA shall hold harmless, defend and indemnify CITY from and against any and all claims, suits, actions, costs, attorney's fees (including the reasonable costs of representation by the HLVRA Counsel), expenses, liabilities, damages, judgments, or decrees arising from the aforementioned employee's performance or non-performance of the duties or responsibilities of the HLVRA Administrative Services staff, including, but not limited to, any actions or conduct of the employee(s) arising in the course and scope of the employee(s) service.

CITY shall hold harmless, defend, and indemnify HLVRA from and against any and all claims, suits, actions, costs, attorney's fees (including the reasonable costs of representation by in-house counsel), expenses, liabilities, damages, judgments, or decrees arising from the aforementioned employee's

performance or non-performance of any official City duties or responsibilities other than those of the HLVRA Administrative Services staff, including, but not limited to, any actions or conduct of the employee(s) arising outside the course and scope of the employee(s) service, but within the employee's course and scope of employment with CITY.

10. **NOTICES.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected.

HLVRA

CITY

Honey Lake Valley Recreation Authority  
c/o City of Susanville  
66 North Lassen Street  
Susanville, CA 96130

City of Susanville  
66 North Lassen Street  
Susanville, CA 96130

11. **AMENDMENT/MODIFICATION.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

12. **TERMINATION.** This Agreement may be terminated by either HLVRA or CITY upon ninety (90) days written notice.

13. **SEVERABILITY.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

14. **WAIVER.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

15. **VENUE.** This Agreement shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Lassen, State of California.

16. **ENTIRE AGREEMENT.** This instrument and any attachments hereto constitute the entire Agreement between City and HLVRA concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

**IN WITNESS WHEREOF,** this Agreement was executed by the parties hereto as of the date first above written.

"HLVRA"  
Honey Lake Valley Recreation Authority

"CITY"  
City of Susanville

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:  
HLVRA Legal Counsel

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APPROVED AS TO FORM:  
Susanville City Attorney

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Jessica Ryan

## Appendix A

### Management & Administrative Positions

	Actual Rate (weighted cost)	Newly Created Position Wage
City Administrator	\$93.39 per hour	
Pool Director/Manager	\$27.48 per hour	\$18.42 /hr (range 930)
Assistant to the CA	\$56.19 per hour	
Project Manager	\$46.86 per hour	
City Engineer	\$73.21 per hour	
City Planner	\$59.82 per hour	
Parks Superintendent	\$40.95 per hour	

### Operational Positions

	Actual Rate (weighted cost)	Newly Created Position Wage
Assistant Pool Manager	\$ 21.13 per hour	\$17.10 /hr (range 927)
Head Swim Instructor	\$ 19.14 per hour	\$15.49 /hr (range 923)
Swim Instructor II	\$ 16.51 per hour	\$13.36 /hr (range 917)
Swim Instructor I	\$ 15.33 per hour	\$12.41 /hr (range 914)
Swim Instructor	\$ 14.23 per hour	\$11.52 /hr (range 911)
Head Lifeguard	\$ 18.68 per hour	\$15.12 /hr (range 922)
Life Guard II	\$ 16.10 per hour	\$13.03 /hr (range 916)
Life Guard I	\$ 14.95 per hour	\$12.10 /hr (range 913)
Life Guard	\$ 13.55 per hour	\$10.97 /hr (range 909)
Maintenance Worker Parks	\$ 12.97 per hour	