

HONEY LAKE VALLEY RECREATION AUTHORITY

GOVERNING BOARD

BRIAN WILSON, PRESIDENT
KATHIE GARNIER, VICE PRESIDENT
TOM HAMMOND, BOARD MEMBER
DAVID TEETER, BOARD MEMBER
DAVID MESERVE, BOARD MEMBER

STAFF

JARED G. HANCOCK, EXECUTIVE OFFICER
HEIDI WHITLOCK, PROJECT MANAGER/SECRETARY
DIANA WEMPLE, AUDITOR
NANCY CARDENAS, TREASURER

**HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING**

City Council Chambers
66 North Lassen Street, Susanville, CA 96130

April 18, 2017 - 3:00 p.m.

Addressing the Board

- Any person desiring to address the Board shall first secure permission of the presiding officer.
- Matters under the jurisdiction of the Board, and not on the Agenda, may be addressed by the public at a time provided in the Agenda under Public Comment
- The Board of Directors will not take action on any subject that is not on the Agenda

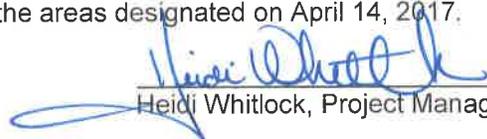
Call meeting to Order

Roll Call of Board of Directors present

- 1 **AGENDA APPROVAL:** (Additions and/or Deletions)
- 2 **APPROVAL OF MINUTES:** Approval of minutes from the February 21, 2017, March 21, 2017 and April 4, 2017 meetings.
- 3 **CORRESPONDENCE:**
- 4 **PUBLIC COMMENT**
(any person may address the Board at this time to comment on any subject not on the agenda. However, the Board may not take action other than to direct staff to agendize the matter at a future meeting.)
- 5 **MATTERS FOR BOARD CONSIDERATION:**
A. Consider **Resolution No. 17-12**, Approving the Amended Agreement for Administrative Services with the City of Susanville to include Operational Services.
- 6 **BOARD MEMBER ISSUES/REPORTS:**
- 7 **PUBLIC COMMENT ON CLOSED SESSION ITEMS** (if any): Any person may address the Board at this time upon any discussion item under consideration during Closed Session.
- 8 **CLOSED SESSION:** None.

The next regular meeting to be held on May 16, 2017 at 3:00 p.m.

I, Heidi Whitlock, certify that I caused to be posted notice of the regular meeting scheduled for April 18, 2017, in the areas designated on April 14, 2017.



Heidi Whitlock, Project Manager/Secretary

Submitted By: Heidi Whitlock, Project Manager/Secretary

Action Date: April 18, 2017

AGENDA ITEM

SUBJECT: Minutes of the HLVRA February 21, 2017, March 21, 2017 and April 4, 2017 meetings.

SUMMARY: Attached for the Board's review are the minutes of the HLVRA meetings.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of HLVRA February 21, 2017, March 21, 2017 and April 4, 2017 meetings.

ATTACHMENTS: Minutes: February 21, 2017
March 21, 2017
April 4, 2017

**HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING
Regular Meeting Minutes
February 21, 2017 – *2:00 p.m.*
City Council Chambers 66 North Lassen Street Susanville CA 96130**

Meeting was called to order at 2:01 p.m. by President Wilson.

Roll Call of Board of Directors present: Dave Meserve, Tom Hammond, David Teeter, Kathie Garnier and Brian Wilson.

Staff Present: Jared G. Hancock, Executive Officer and Heidi Whitlock, Project Manager/Secretary.

APPROVAL OF AGENDA: Motion by Vice President Garnier, second by Board member Meserve, to approve the agenda with the only change of moving the closed session item to the end of the meeting. Motion carried unanimously.

2 **PUBLIC COMMENT ON CLOSED SESSION ITEMS (if any):** None.

3 **CLOSED SESSION:** Item moved to the end of the meeting.

5 **APPROVAL OF MINUTES:**

Motion by Board member Hammond, second by Vice President Garnier, to approve minutes from January 31, 2017 meeting. Motion carried unanimously.

6 **CORRESPONDENCE:** None.

7 **PUBLIC COMMENT:** None.

8 **MATTERS FOR BOARD CONSIDERATION:**

8A **Financial Reports through February 10, 2017**

Mr. Hancock presented the financial reports and stated that Ms. Wemple was present in case the Board had questions. He continued that the reports are in the same format as in the past and they include the transactions through February 10, 2017. He continued that the budget status, which is more like an income statement shows items as originally budgeted, the charges to the items as well as the unspent amount. The expenditure detail was discussed and how it shows the actual line items as inputted from the original budget. He added that the general ledger, detail ledger and revenue status were also included for review.

President Wilson requested comments from the Board then the audience. No comments were given.

8B **Review and Approval of City staff Reimbursement request**

Mr. Hancock stated that the attached invoice was for City staff time reimbursements through December 31, 2016.

Motion by Board member Hammond, second by Board member Meserve, to approve the City staff time reimbursement. Motion carried unanimously.

8C **Mid-Year Budget Review and Budget Amendment Adoption**

Mr. Hancock stated that a lot of discussion has occurred on this item. He continued that the budget is tight from now until the new fiscal year begins on July 1st, primarily due to costs associated with the completion of construction and

furnishing the facility. Discussion previously occurred with the Board on not including the projected gate fee income and those amounts have now been removed from the base budget. He stated that there was also discussion on the expense line items themselves and what they represented. Staff has been working with the budget numbers to create a break even budget without relying on usage fees. Attached is the previously approved 2016/2017 budget as well as the revised budget. He then stated that once the line items are approved, they will be presented to the County to be reapportioned into the County line item structure. To review, there are no revenues in the top section and a \$901.00 budget surplus, with an \$8,000 contingency fund. In summary, Mr. Hancock stated the revenues are only the contributions from both agencies, the pennies for the pool monies and fund balance from the previous year. The pennies for the pool money has been allocated in the revised budget to a particular line item in fixed assets, which includes the lane line, lane line covers and the reels.

Mr. Hancock continued that there are multiple items which still need to be purchased such as the office supplies (paper goods, business cards and front office supplies), fixtures, office furniture, lockers and equipment, computer etc...

Vice President Garnier stated that the reduction in the furniture and fixtures line item is rather large and Mr. Hancock added that staff has continued to research option and find better pricing.

President Wilson inquired as to whether or not that included the cost of cabinets, the cabinets along the top wall.

Mr. Hancock had Heidi Whitlock retrieve the list of pending items with associated costs.

President Wilson asked if anything was taken out or is it because costs are being found cheaper.

Mr. Hancock stated that staff is finding cheaper options for desks, cabinets etc... for the same items.

Vice President Garnier stated that she noticed the equipment cost being split between two line items now resulting in an increase in cost.

Mr. Hancock responded that a big portion of the line item was for outside furnishings and equipment which includes life guarding equipment and things of that nature.

Vice President Garnier asked where the savings are.

Mr. Hancock responded that administrative costs are slightly lower as well as some other lines. He continued that we are also including a contingency item just in case there is something else that comes up that we are not anticipating.

President Wilson inquired about the electrical cost for the sign and if it was included in the sign price.

Mr. Hancock responded that the cost was allocated to the landscaping budget.

Mr. Hancock continued that the bathhouse was still in need of a desk, printer, phone, POS system, supplies, life-saving supplies, miscellaneous tools and the bathrooms still needed lockers.

Mr. Hancock discussed the professional services line item, publications, special departmental expenses and land. He continued that Modern Building was fully covered in this budget, landscaping is estimated at \$21,000, pool equipment estimated at \$32,000 as well as an additional \$26,300 from the Pennies for the Pool account for equipment. He stated the discussions have also started between staff and the City for utility rates and insurance rates have been prorated for this year. He added that the one item that is not reflected on the budget is a \$6,000 allowance that Lassen Municipal Utility District (LMUD) is providing which we be reflected in the actual billing.

Vice President Garnier requested if that is why the budget was \$6,000 less. Mr. Hancock replied no, the budget is very tight and staff wanted there to be a contingency in case there was something unforeseen. However, any revenue taken in would cushion that amount.

Board member Teeter asked if any revenue that would be collected this year would go on this fiscal year or next.

Mr. Hancock responded that each year, at least for the City, and mid-year, an amendment could be done for the budget. He added that we want to ensure that the expenses are accurate and the line items are not exceeded. He continued that they follow GASB rules and, even if revenues are not budgeted originally, an amendment can be done to decide how to expense the revenue out.

Board member Meserve stated that a portion of the seasonal passes should be prorated back to this fiscal year.

Mr. Hancock agreed and stated that is what the City does with golf course seasonal memberships as well.

President Wilson inquired as to who approved the LMUD discount and if a letter of appreciation could be sent to them. He also inquired as to when the insurance item would increase due to being open.

Mr. Hancock replied that a letter could be prepared and that Modern is still in possession of the site. Once they sign it over to the HLVRA, we will be reporting the change to the insurance agency. However, this fiscal year's amount if prorated and will not change.

President Wilson inquired as to whether or not the item needed to have a motion?

Mr. Hancock responded that he was expecting more comment on the budget but the Board can make a motion to approve the budget as it is and bring it back at the next meeting with a resolution.

Motion by Vice President Garnier, second by Board member Hammond, to approve the revised 2016/2017 fiscal year budget.

9 BOARD MEMBER ISSUES/REPORTS:

Discussion on the date of the next meeting occurred and it was determined that the next meeting was to be held on March 21, 2017.

At 2:32 p.m., President Wilson requested a five minute recess before closed session began.

At 2:37 p.m. the Board went into closed session.

3 CLOSED:

4 RETURN TO OPEN SESSION:

The Board reconvened at 3:25 p.m. and the Board gave direction with no reportable action taken.

ADJOURNMENT: Meeting adjourned at 3:26 p.m.

Brian R. Wilson, President

Respectfully Submitted by:

Heidi Whitlock, Project Manager/Secretary

**HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING
Regular Meeting Minutes
March 21, 2017 – 3:00 p.m.
City Council Chambers 66 North Lassen Street Susanville CA 96130**

Meeting was called to order at 3:00 p.m. by President Wilson.

Roll Call of Board of Directors present: Dave Meserve, Tom Hammond, David Teeter, Kathie Garnier and Brian Wilson.

Staff Present: Jared G. Hancock, Executive Officer and Heidi Whitlock, Project Manager/Secretary.

APPROVAL OF AGENDA: Motion by Vice President Garnier, second by Board member Hammond, to approve the agenda. Motion carried unanimously.

2 APPROVAL OF MINUTES:

Motion by Vice President Garnier, second by Board member Teeter, to approve minutes from the February 14, 2017 meeting. Motion carried unanimously.

3 CORRESPONDENCE: None.

4 PUBLIC COMMENT: None.

5 MATTERS FOR BOARD CONSIDERATION:

5A Approve and Adopt Mid-year Budget Amendment

Mr. Hancock stated that the items before the Board were those that were presented at the last meeting for review and approval with the exception of Resolution No. 17-10 which is attached. He continued by reviewing the projected revenues and expenses once again and stated that this budget will take the HLVRA through June 30th this year and as of July 1st, it would be a new fiscal year and annual contributions would be coming in from both the City and the County.

Tony Jonas (public) inquired about the addition of "City Engineer Time" that was now included in the Building and Improvements line.

Mr. Hancock responded that the Treasurer requested that the Engineer Time be included in that line as it is related to the construction of the project. He added that yes, we need to mention that we increased that line by \$10,000 and decreased the Professional and Specialized Services line by \$10,000 as that is where it used to be coded.

Mr. Jonas inquired as to whether or not it would continue to be lumped into one line item once it goes to the County.

Mr. Hancock confirmed.

Motion by Vice President Garnier, second by Board member Meserve, approving Resolution No. 17-10 amending the HLVRA fiscal year 2016/2017 budget. Motion carried unanimously.

5B Consider Donation Request from Lassen Family Services CHAT Program

Mr. Hancock stated that Tori French, of the Lassen Family Services CHAT Program has submitted a request for five 1-day passes to use as awards for four (4) children for winning an art contest and for one (1) nominated individual for going above and beyond their role to look out for the needs of students.

Vice President Garnier stated that donation requests are coming in earlier than expected.

Mr. Hancock agreed and stated that it is even to too early to assign a fiscal impact as the price for a daily pass has yet to be determined.

Vice President Garnier requested that a certificate, or something similar, be created for the winners.

Mr. Hancock agreed that staff could do so.

Motion by Vice President Garnier, second by Board member Meserve, to approve the donation of five (5) 1-day passes to the CHAT Program.

6 **BOARD MEMBER ISSUES/REPORTS:** None.

7 **PUBLIC COMMENT ON CLOSED SESSION ITEMS:**

Sam Williams (Lassen County Times) inquired as to whether or not the Board will be making a determination during closed session and if the Board knew how long it could take.

Mr. Hancock responded that he did not believe there would be any reportable action. He added that, if Mr. Williams wanted to leave, he could let him know is there is anything to report.

Recess to closed session at 3:13 p.m.

8 **CLOSED SESSION:**

9 **RETURN TO OPEN SESSION:**

The Board went into closed session at 3:15 p.m. and reconvened to open at 4:48 p.m. direction was given to staff with no reportable action taken.

ADJOURNMENT: Meeting adjourned at 4:49 p.m.

Brian R. Wilson, President

Respectfully Submitted by:

Heidi Whitlock, Project Manager/Secretary

**HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING
Special Meeting Minutes
April 4, 2017 – 3:00 p.m.
City Council Chambers 66 North Lassen Street Susanville CA 96130**

Meeting was called to order at 3:00 p.m. by President Wilson.

Roll Call of Board of Directors present: Dave Meserve, David Teeter, Kathie Garnier and Brian Wilson. Absent: Tom Hammond.

Staff Present: Jared G. Hancock, Executive Officer and Heidi Whitlock, Project Manager/Secretary.

APPROVAL OF AGENDA: Motion by Vice President Garnier, second by Board member Meserve, to approve the agenda. Motion carried unanimously.

2 APPROVAL OF MINUTES: None.

3 PUBLIC COMMENT: None.

4 MATTERS FOR BOARD CONSIDERATION:

4A Acceptance of Annual Audit for Fiscal Year ending 2016 and 2015

Mr. Hancock stated that the attached item is the annual audit for 2016 being performed by Price Paige and Company. He continued that staff has been anticipating its completion and a final copy is now ready for review.

Mr. Hancock requested feedback on whether or not we should postpone approving the audit until Ms. Wemple was in attendance.

Motion by Vice President Garnier, second by Board member Teeter, to approve the annual audit for fiscal year ending 2016 and 2015. Motion carried unanimously.

4B Consider Adoption of Resolution No. 17-11 – Change Order #8 with Modern Building Inc.

Mr. Hancock stated that staff has been working with Modern Building for the construction of the Community Swimming Pool and would like to propose an additional change. He continued that the slope of the pool in the shallow areas must be gradual and once the pool reaches the 7 foot threshold, the pool can drop off more quickly. There are tile markers in the pool currently, which is all that is legally require. However, some pools have a rope which goes along that deep edge of the zone to show children where this zone starts and it appears to be a good idea. Staff is recommending the additional change as it can be incorporated into the plaster to be done poured shortly. There are other options but, this would be the cleanest option.

Motion by Board member Teeter, second by Vice President Garnier, to approve Resolution No. 17-11 Approving change order #8 with Modern Building. Motion carried unanimously.

5 BOARD MEMBER ISSUES/REPORTS: None.

6 PUBLIC COMMENT ON CLOSED SESSION ITEMS: None.

8 CLOSED SESSION:

9 RETURN TO OPEN SESSION:

The Board went into closed session at 3:06 p.m. and reconvened to open at 3:31 p.m. direction was given to staff with no reportable action taken.

ADJOURNMENT: Meeting adjourned at 3:33 p.m.

Brian R. Wilson, President

Respectfully Submitted by:

Heidi Whitlock, Project Manager/Secretary

Submitted By: Heidi Whitlock, Project Manager/Secretary

Action Date: April 18, 2017

HLVRA AGENDA ITEM

PRESENTED BY: Jared G. Hancock, Executive Officer

SUBJECT: Consider **Resolution No. 17-12** Approving the amendment of the existing Agreement for Administrative Services with the City of Susanville to include Operational Services.

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 services with the City of Susanville and has requested to extend the contract to also include operational services. Staff and legal counsel have reviewed and amended the original agreement and the agreement is ready for the Board's review.

FISCAL IMPACT: Direct Reimbursement to be budgeted annually

ACTION

REQUESTED: Motion to approve Resolution No. 17-12, approving the Agreement for Administrative and Operational Services with the City of Susanville.

ATTACHMENTS: Resolution No. 17-12
Agreement for Administrative and Operational Services

RESOLUTION NUMBER 17-12
A RESOLUTION OF THE HONEY LAKE VALLEY RECREATION AUTHORITY AUTHORIZING
THE AMENDMENT OF THE EXISTING AGREEMENT FOR ADMINISTRATIVE SERVICES
WITH THE CITY OF SUSANVILLE TO INCLUDE OPERATIONAL SERVICES.

WHEREAS, The Honey Lake Valley Recreation Authority has utilized the City of Susanville's Administrative Services staff since December 10, 2013; and

WHEREAS, the City of Susanville and Honey Lake Valley Recreation Authority entered into an agreement for said services on February 2, 2016; and

WHEREAS, the Honey Lake Valley Recreation Authority, with the opening of the Community Swimming Pool, desires to amend the existing contract with the City to include Operational Services as reflected in "Exhibit A"; and

WHEREAS, the Honey Lake Valley Recreation Authority will reimburse the City for costs as outlined in the "Agreement for Administrative and Operational Services for the Honey Lake Valley Recreation Authority".

NOW, THEREFORE, BE IT RESOLVED, that the President of the Honey Lake Valley Recreation Authority is hereby authorized to sign the "Agreement for Administrative and Operational Services for the Honey Lake Valley Recreation Authority".

Approved:

Brian R. Wilson, President

The foregoing **Resolution Number 17-12** was approved and adopted at a special meeting of the Honey Lake Valley Recreation Authority held on the 18th day of April, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Attest:

Heidi Whitlock, Project Manager/Secretary

APPROVED AS TO FORM:

Kronick Moskovitz Tiedemann & Girard

**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

APPROVED AS TO FORM:
Susanville City Attorney

Jessica Ryan

Draft

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	