GOVERNING BOARD
BRIAN WILSON, PRESIDENT
JIM CHAPMAN, VICE PRESIDENT
NICK MCBRIDE, BOARD MEMBER
DAVID MESERVE, BOARD MEMBER
TOM HAMMOND, BOARD MEMBER

STAFF
JARED G. HANCOCK, EXECUTIVE OFFICER
HEIDI WHITLOCK, PROJECT MANAGER
NANCY CARDENAS, TREASURER

HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING

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

August 18, 2015 - 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

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1 **CALL TO ORDER**

2 **ROLL CALL BOARD OF DIRECTORS**

3 **AGENDA APPROVAL**

4 **APPROVAL OF MINUTES:** None.

5 **CORRESPONDENCE:** None.

6 **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.)

7 **MATTERS FOR BOARD CONSIDERATION:**

A. Update on Prequalification Process
B. Draft Amendments to JPA Agreement

8 **BOARD MEMBER ISSUES/REPORTS:**

9 **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.

10 **CLOSED SESSION:** None.

- ***The next meeting will be held on September 1, 2015 at 3:00 p.m.***

I, Heidi Whitlock, certify that I caused to be posted notice of the regular meeting scheduled for August 18, 2015, in the areas designated on August 14, 2015.

Heidi Whitlock, Project Manager

AGENDA ITEM NO. 7A

Submitted By: Jared G. Hancock, Executive Officer

Action Date: August 18, 2015

AGENDA ITEM

SUBJECT: Design-Build Prequalification Process

SUMMARY: An RFP for Design Build Services was circulated and proposals were received through 3:00 p.m. on August 6, 2015. The proposals were received and once personal/confidential information is redacted they will be posted on the HLVRA website. The proposals are currently being reviewed to ensure that each application meets the pre-qualification requirements.

FISCAL IMPACT: None

ACTION REQUESTED: None

ATTACHMENTS: None

AGENDA ITEM NO. 7B

Submitted By: Jared G. Hancock, Executive Officer

Action Date: August 18, 2015

AGENDA ITEM

SUBJECT: Draft Amendments to JPA Agreement

SUMMARY: Honey Lake Valley Recreation Authority staff in conjunction with County Administrative staff have reviewed the adopted Joint Powers Agreement and are proposing the following changes to reflect recent changes in funding and other terms related to enforceability.

- Section 5.2, Authority contracting with individuals
- Section 9.2 a. and b., monetary contributions

County also proposes:

- Section 5.3, dues of members
- Section 5.6, insurance protection
- Section 8.1 f., custodian of official records
- Omitting Section 9.2 d., failure to make payment
- Section 9.3 a., appointment of Treasurer

Staff is seeking direction from the Board on each item. Once a consensus is reached, staff will forward the proposed changes to the member agencies for consideration.

FISCAL IMPACT: None

ACTION REQUESTED: Direction to staff

ATTACHMENTS: Draft Agreement Amendments

DRAFT

A JOINT POWERS AGREEMENT
CREATING
THE HONEY LAKE VALLEY RECREATION AUTHORITY

This Agreement is entered into this 18th day of November, 2013, by and between the County of Lassen and the City of Susanville, pursuant to Sections 6500, et seq., of the California Government Code.

RECITALS

The County of Lassen and the City of Susanville have determined it is in the public interest to create the Honey Lake Valley Recreation Authority, an entity separate from its member agencies, which will own and operate public recreation facilities including a swimming pool

NOW, THEREFORE, these Agencies agree as follows:

ARTICLE 1:DEFINITIONS

Certain words as used in this Agreement shall be defined as follows:

A. "Agencies" shall mean the County of Lassen, Special Districts and the City of Susanville within Lassen County.

B. "Agreement" shall mean this Agreement that establishes the Honey Lake Valley Recreation Authority.

C. "Authority" shall mean the Honey Lake Valley Recreation Authority.

D. "Board" shall mean the Board of Directors which is the governing body of the Honey Lake Valley Recreation Authority.

E. "County" shall mean County of Lassen.

F. "City" shall mean the City of Susanville.

G. "Special Districts" shall mean governmental agencies created for single or limited purposes within the County of Lassen including schools.

H. "Members" shall mean the County of Lassen, Special Districts, City of Susanville which are signatories to this Agreement.

I. "Quorum" shall mean a majority of the Board members.

ARTICLE 2: PURPOSE

2.1 The purpose of this Agreement is to establish a public entity separate from the County, Special Districts and City. This public entity is to be known as the Honey Lake Valley Recreation Authority.

The Authority will plan, finance, implement, manage, own and operate a multi-jurisdictional recreation system and swimming pool.

ARTICLE 3: TERM OF AGREEMENT

3.1 This Agreement becomes effective on execution of this Agreement by the County of Lassen and the City of Susanville. It shall remain in effect for 15 years from the date of adoption thereafter terminated pursuant to Article 11.

ARTICLE 4: BOARD OF DIRECTORS

4.1 The Board shall be comprised of two representatives from each Member. A

Member may designate one alternative representative to act for that Agency in the absence of the appointed representatives. The representative from the County and the City shall appoint a fifth member who is independent of both the City and the County, who will serve a four-(4) year term, appointed by differing election cycles.

4.2 Minutes of the adjourned, regular and special meetings of the Board shall be kept by the Executive Officer and said minutes shall be forwarded to each member of the Board within thirty days after each meeting. Each member of the Board shall have one vote. A majority of the members of the Board will constitute a quorum. For purposes of conducting business, a majority of the quorum will be authorized to act on behalf of the Authority.

ARTICLE 5: POWERS OF THE AUTHORITY EXERCISED BY THE BOARD OF DIRECTORS

5.1 The Authority shall have all of the necessary powers and authorities granted by law to operate recreation programs and a swimming pool.

5.2 The Authority may contract with private individuals, companies and public agencies to create, implement and operate the agency.

5.3 The Authority may adopt budgets, determine fees and dues, retain personnel, retain legal counsel, retain consultants and engineers, acquire grants, acquire, hold, lease and dispose of real and personal property, accept donations, sue and be sued, and possesses all other powers associated with the operation of a joint powers authority on behalf of the citizens, property owners, and public agencies within Lassen County.

5.4 The Authority shall have the responsibility to keep Members informed of and advocate for or against pending legislation that would affect the operations of the Authority.

5.5 The Authority may incur debt and issue bonds or any like instruments in order to efficiently provide the services enumerated herein in compliance with the pertinent sections of the Government Code of the State of California. Specifically, the Authority can incur debt on its own under any law authorizing a joint powers authority to do so, including Government Code Section 6540, et seq., and the Marks-Roos Local Bond Pooling Act of 1985, Government Code Section 6584, et seq. The Authority can use lease financing, certificates of participation, installment purchase certificates, short-term notes and any other suitable form of borrowing. The Authority may enter into an agreement with a Member regarding that Member incurring debt on behalf of the Agency.

5.6 The Authority shall acquire such insurance protection as is necessary to protect the interest of the Authority, the County, Special Districts, and City. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless the County, Special Districts, City and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority or the activities undertaken pursuant to this Agreement.

5.7 The Authority may contract with a Member for services from a Member's employees.

5.8 The Authority may exercise the powers permitted under Government Code §6504 or any successor statute. Specifically, (a) contributions from the treasuries may be made for the purpose set forth in the Agreement, (b) payments of public funds may be made to defray the cost

of such purpose, (c) advances of public funds may be made for the purpose set forth in the Agreement, such advances to be repaid as provided in the Agreement, or (d) personnel, equipment or property of one or more of the Members to the Agreement may be used in lieu of other contributions or advances.

5.9 The Authority shall determine how any Agency will become a Member subsequent to the initial formation of the agency. Specifically, the Board shall establish fees and any other conditions necessary for an Agency to become a Member. Such fees shall be calculated based upon all prior project expenditures in a manner consistent with the cost allocation of existing Members and any additional costs necessary to serve that new Member. The determination of the Board regarding fees and any other required conditions for new Members shall be within its sole discretion.

5.10 The Authority shall determine the amounts each Member shall contribute to the funding of the Authority. The initial contribution is set forth in Section 9.2 of Article 9 of the Agreement.

5.11 The Authority may do all things necessary and lawful to carry out the purpose of the Agreement.

5.12 As is required by Government Code Section 6509, one Member must be designated such that the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by that Member. The City of Susanville is designated the Government Code§ 6509 agency.

ARTICLE 6: BYLAWS

The Board may adopt from time to time such policies, procedures, bylaws, rules or regulations for the conduct of its affairs as deemed necessary by the Board.

ARTICLE 7: ORGANIZATION

7.1 Members.

a. The County, Special Districts, City who enter into this Agreement by January 1, 2014.

b. Any Special District may be considered for Membership in the Authority after January 1, 2014, by presenting an adopted resolution to the Board which includes a request to become a Member of the Authority.

c. The Board shall accept proposed Members upon a majority affirmative vote of the quorum, upon payment of any Board determined fee and interest, and upon satisfaction of any conditions established by the Board as a prerequisite for Membership.

7.2 Board.

a. The Authority shall be governed by the Board which shall exercise all powers and authority on behalf of Authority.

b. The Board shall consist of two members from each member entity, which are party to this Agreement, selected from the governing body or the chief administrative officer or a designee of the County. Upon execution of this Agreement, the governing body of the County, any Special District and City shall appoint its members of the Board and another member or members to serve as an alternate to the Board, to serve in the absence of the regular member. Each member and alternate shall serve at the pleasure of the governing body of the appointing Agency. Any change in appointment of a member or alternate shall be by action of the

governing body of the appointing Agency.

c. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Authority shall act upon majority vote of those in attendance, each member having one vote, of the members of the Board.

d. The Board shall elect, by majority vote from its Members, a President and Vice President. The President shall represent the Authority and execute any contracts and other documents when required by the Rules of Procedure and/or Bylaws. The Vice President shall serve in the absence of the President.

7.3 Executive Officer.

There will be an Executive Officer of the Authority who shall be responsible for the administration of the Authority. The Executive Officer shall be appointed by and may be removed for any reason by a majority vote of the Board. The Executive Officer shall be designated the Government Code Section 6505.1 officer who shall file an official bond. The Executive Officer shall have the authority to execute a change order to any existing HLVRA agreement with any person, entity or agency in an amount up to and including $5,000.00.

7.4 Additional Committees.

Ad hoc or standing committees may be formed by a majority vote of the Board of Directors.

ARTICLE 8: MEETINGS AND REPORTS

8.1 Board Meetings.

a. The Board shall hold at least one (I) regular meeting each year as determined by the bylaws.

b. Special meeting of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

c. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950, et seq., of the California Government Code) and other applicable laws of the State of California requiring notice be given of meetings of public bodies.

d. Minutes of all Board meetings shall be kept and shall, as soon as possible, after each meeting, be forwarded to each member and alternate member of the Board within 30 days.

e. The President of the Board shall cause correspondence to be prepared and delivered as directed by the Board.

8.2 Other Committee Meetings.

a. Other committees shall hold meetings as may be called by the Committee Chair or a majority of the members.

b. Minutes of all meetings shall be kept and forwarded to members of the Committee and to each member and alternate member of the Board.

8.3 Progress Reports.

At least annually, a report on the activities and operations of the Joint Powers Authority shall be provided to each of its Members. The report shall be completed prior to January 1 of each year.

ARTICLE 9: FUNDING

9.1 Authority Budget.

The Board shall adopt an annual budget for the Authority's activities within ninety (90) days of the effective date of this Agreement and by June 1 of each succeeding year.

Public funds may not be disbursed by the Authority without adoption of the approved budget and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify the programs of the Authority and allocate funds by the program. The budget and accounting system shall account for direct and overhead costs by program. The Board shall allocate these costs for each program with the adoption of the annual budget.

9.2 Funding of the Authority.

The monetary contribution of Members for the system backbone costs and annual operating costs shall be determined as follows:

a.	County of Lassen:	13/14 - 15/16 Fiscal Years	$200,000
		15/16 Fiscal Year	$1,100,000
		16/17 - 28/29 Fiscal Years	$ 80,000
b.	City of Susanville:	13/14 - 15/16 Fiscal Years	$200,000
		15/16 Fiscal Year	$1,100,000
		16/17 - 28/29 Fiscal Years	$ 80,000

c. Annual contribution to the Authority shall be made by member agencies, subject to approval in each member's annual budget.

d. Any debt financing for construction of the pool facility must be ratified by each member of the Authority before being approved by the Authority's Board.

9.3 Duties of Treasurer/Controller.

a. The Board shall appoint a Treasurer pursuant to Government Code §6505.6. This person shall also function as Controller of the Authority.

b. The Treasurer shall serve as the depository and have custody of all Authority funds and establish and maintain such books, records, funds, and accounts as may be required by reasonable accounting practice. (Government Code Section 6505) The books and records of the Authority shall be open to inspection at all reasonable times to the Members.

c. The Treasurer, within ninety (90) days after the close of each fiscal year (which shall be from July 1 to June 30), shall give a complete written report of all financial activities for such fiscal year to the Members.

d. The Treasurer shall prepare such financial reports as may be directed by the Board or Executive Committee.

e. The Treasurer shall cause an independent annual audit of the accounts and records to be conducted by a certified public accountant in compliance with the requirements of Section 6505 of the Government Code and generally accepted accounting standards.

9.4 Debts and Liabilities.

As permitted under Government Code Section 6508.1, no debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Agency and each Member's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the parties hereto may agree.

9.5 Disposition of Authority Funds Upon Termination.

a. In the event the Authority is terminated Authority funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be divided in proportion to the contribution of each agency shall be final.

ARTICLE 10: INDEMNIFICATION

The Authority shall acquire such insurance protection as is necessary to protect the interest of the Authority, the County, Special Districts, and City. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless the County, Special Districts, City and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority or the activities undertaken pursuant to this Agreement.

ARTICLE 11: TERMINATION

This Agreement may be terminated by the Board upon notice of withdrawal being received from a majority of the Member Agencies. Upon termination, payment of the obligations and division of the property of the Authority shall be conducted pursuant to Section of Article 9 of this Agreement.

ARTICLE 12: AMENDMENTS

This Agreement may be amended only upon the two-thirds (2/3) affirmative vote of all the embers of the Board with such proposed amendment having been noticed to Members thirty (30) days prior to the date of the meeting. Such amendments shall be subject to ratification by each member agency.

ARTICLE 13: WITHDRAWAL

The County of Lassen and the City of Susanville shall not withdraw from this agreement for 15 years from its effective date. Subsequently, any member may withdraw from this Agreement effective July 1of any year, ninety (90) days prior to the end of the fiscal year, upon written notice to the Authority. Upon withdrawal, a City, Special District or the County retains its financial obligations for current contracts executed to fulfill this Agreement, and assumes that responsibility at its own expense.

ARTICLE 14: SEVERABILITY

If any provision of this Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected.

ARTICLE 15: NOTICES

All notices to Agencies shall be deemed to have been given when mailed to the governing body of each Agency. The Board may provide for notice by e-mail or facsimile or some other reliable method by resolution. All notices to the Authority shall be delivered to its Executive Officer.

ARTICLE 16: NO RIGHTS IN THIRD PARTIES

All of the terms, conditions, rights and duties provided for in this Agreement are, and shall always be, solely for the benefit of the Members. It is the intent of the Members that no

third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.

ARTICLE 17: AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein. Any such agreements merge into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers hereunder duly authorized and effective as of the date of execution of all parties hereto. This Agreement may be executed in counterparts.

Dated: _____ _____

County of Lassen County

Dated: _____ _____

City of Susanville