

HONEY LAKE VALLEY RECREATION AUTHORITY

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
DIANA WEMPLE, AUDITOR

HONEY LAKE VALLEY RECREATION AUTHORITY GOVERNING BOARD MEETING

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

February 2, 2016 - 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

1 **CALL TO ORDER**

2 **ROLL CALL BOARD OF DIRECTORS**

3 **AGENDA APPROVAL**

4 **APPROVAL OF MINUTES:** Approval of minutes from the November 3, 2015, December 3, 2015, and December 15, 2015 meetings.

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. Election of President and Vice President for the 2016 Calendar Year
- B. Resolution No. 16-01 Membership in California Association for Parks and Recreation Indemnity
- C. Resolution No. 16-02 Agreement for Administrative Services with the City of Susanville
- D. Update Regarding JPA's ability to accept tax exempt contributions
- E. Financial Reports for the period of December 1, 2015 to December 31, 2015
- F. Meeting Schedule During the Design and Construction Phases of the Project

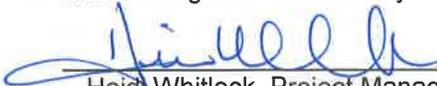
8 **BOARD MEMBER ISSUES/REPORTS:**

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 February 16, 2016 at 3:00 p.m.***

I, Heidi Whitlock, certify that I caused to be posted notice of the regular meeting scheduled for February 2, 2016, in the areas designated on January 29, 2016.



Heidi Whitlock, Project Manager

Submitted By: Jared G. Hancock, Executive Officer

Action Date: February 2, 2016

AGENDA ITEM

SUBJECT: Minutes of the HLVRA November 3, 2015, December 3, 2015 and December 15, 2015 meetings.

SUMMARY: Attached for the Board's review are the minutes of the HLVRA November 3, 2015, December 3, 2015 and December 15, 2015 meetings.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of HLVRA November 3, 2015, December 3, 2015 and December 15, 2015 meetings.

ATTACHMENTS: Minutes: November 3, 2015
December 3, 2015
December 15, 2015

**HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING
Regular Meeting Minutes
November 3, 2015 – 3:00 p.m.
City Council Chambers 66 North Lassen Street Susanville CA 96130**

Meeting was called to order at 3:05 p.m. by President Wilson

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

Staff Present: Jared Hancock, Executive Officer, Heidi Whitlock, Project Manager, Nancy Cardenas, Treasurer.

APPROVAL OF AGENDA: Motion by Board member Hammond, second by Board member Garnier to approve the agenda as posted; motion carried unanimously. Absent: Meserve.

4 APPROVAL OF MINUTES: President Wilson stated action on minutes will be taken at the end of the meeting.

5 CORRESPONDENCE: None.

6 PUBLIC COMMENT: None.

7 MATTERS FOR BOARD CONSIDERATION:

7A Update on Financials

Ms. Cardenas opened by stating that the information provided in the packet did not include the County's contribution, which has now been paid. The total amount currently in the HLVRA account is \$2,782,936.88 but the County's \$200,000 has yet to be transferred into the HLVRA account. Vice President Chapman inquired as to why the \$200,000 has yet to be transferred and discussion continued. Vice President Chapman stated that, once the transfer occurs, it would bring the total amount to roughly \$2.9 million.

President Wilson inquired about how we were going to ensure the funds were transferred in a timely manner in future years. He suggested a due by date. Mr. Hancock stated that it may be listed in the agreement but may not be specific, staff would check the language. Vice President Chapman stated that he wanted a better way of tracking the payments and to have it implemented.

Eileen Spencer (public) stated her concern about the manner in which staff is paid and how the bills used to be presented to the Board for payment but have not been since KanWeHelp inquired about the lack of supporting documentation. Mr. Hancock responded that claims under \$10,000 did not have to go to the Board for approval per the purchasing policy. Vice President Chapman stated that he wanted staff to follow the policy the HLVRA has in place however, he would like to see an itemization of the bills occasionally to ensure the public can see what funds are being spent on. Ms. Cardenas inquired on how often they would like to see this itemization and it was requested to come back to the Board monthly.

7B Review and Approve CAPRI Documents

Mr. Hancock stated that a lot of time has been spent looking into insurance options for the JPA and that there are not a lot of risk pools that will cover a recreation facility. The best fit that staff has found is with the California Association for Park and Recreation Indemnity (CAPRI). Staff has been working with CAPRI to investigate our ability to join them and their Board approved the HLVRA being added to the group. The first year will cost \$3,839 for the

liability/construction coverage. Mr. Hancock stated that it may be a good time to call the attorney, who was on stand-by for this discussion, Maggie Stern. Mr. Hancock called and updated Ms. Stern on the discussion.

Mr. Hancock stated that Resolution No. 15-05 would start the process for the HLVRA to join CAPRI. Included is also an agreement with CAPRI, the bylaws and the copy of the agenda item that went to CAPRI's board. He added that CAPRI looked into it, and although the HLVRA is not a special district, it still qualifies for the program. However, the attorney thought it best to point out a few areas of note including a three year commitment and the limited ability to obtain a seat on the board as there are 61 agencies with only 7 seats on the board. Mr. Hancock stated that this is the only option found at this time.

Board member Garnier confirmed that the \$3,839 covered liability and construction but inquired as to how far into construction. Mr. Hancock responded that there are two parts to the insurance needs. The first is during construction and before staffing is needed and the second includes the need for staffing and liability coverage during operation for coverage once operational. The premium given should be relatively unchanged until the pool opens. Staff is still awaiting quotes.

Vice President Chapman inquired as to whether or not the attorney reviewed the documents. Ms. Stern responded that she had. Vice President Chapman stated that he just wanted to ensure it was reviewed as there was no place stating that she had and suggested that the Board start referencing our legal counsel in the documents.

Vice President Chapman then inquired about the \$240,000 listed as payroll costs. Mr. Hancock responded that it was asked in the CAPRI questionnaire to provide the "highest" estimate. Vice President Chapman stated that \$100,000 should be a more accurate estimate. Mr. Hancock responded that \$100,000 would be on the lower end of the scale. He added that CAPRI also requested FTE's once the pool opens and states that the quote given to us by CAPRI at this time is not based on the estimates provided.

President Wilson stated that the Board will want to know what those costs will be prior to signing on for three (3) years. Mr. Hancock responded that he would ask them to provide numbers from another, similar, group since we cannot produce hard numbers at this time.

Vice President Chapman stated that between \$100,000 and \$240,000 would be a more appropriate number and if we are going to offer an estimate, we should offer a lower one.

Mr. Hancock stated that staff will look into the estimate and the questionnaire and ask for a cost breakdown based on the percentage of payroll.

President Wilson suggested that we contact Quincy about their payroll numbers and how many are on their payroll. He agreed that \$240,000 was a high number. He asked Mr. Hancock if he knew of anyone else who has used CAPRI where they come back and ask for an increase later. He then asked for confirmation that the amount requested now, the \$3,839, would stay the same until such time that the pool is built. Mr. Hancock responded yes, until the pool is fully operational.

President Wilson then inquired about other documents such as the contract, policy and forms in case a file needed to be filed. Mr. Hancock responded that we can get him those documents, but they will be lengthy. Mr. Hancock added that we can also obtain numbers for a percentage of payroll such as \$80,000 will cost "x" or if \$120,000 it will cost "y". We will also bring back the numbers for membership dues.

President Wilson inquired as to when it needed to be in place. Mr. Hancock responded that as soon as possible and especially once people are on site.

Board member Garnier expressed concerns about the admission fees for the CAPRI JPA because it states that the Board of Directors determines the fees to be paid, and if they could change, she wanted to know what that fee will be. Mr. Hancock responded that he will look into it as he thinks it is stated in CAPRI's bylaws. He then stated that this item will be brought back to the Board once we receive the responses to the inquiries.

7C Design-Build Services Proposal Update

Mr. Hancock stated that this item is related to granting a contract for design-build services for the pool. He continued with a brief description of the process for those in the audience who may not have been in attendance previously. Mr. Hancock then stated that staff received three proposals for prequalification, two of which met the requirements. Out of those who prequalified, Modern Building Inc. and Tricon, submitted design-bid proposals. He then stated his appreciation to those who were on the review committee.

Mr. Hancock continued that the Board had in front of them the proposed three part contract consisting of the agreement, general condition and supplementary conditions along with the complete proposals from each firm. He stated that staff recommended contracting with Modern as their phase 1 price was under \$100,000 and their total project cost fell just under \$3 million for their guaranteed maximum price (GMP). He continued that staff requested a GMP to give us flexibility during the design phase. He added that the next step would be to design the project using value engineering and prepare plans and specifications to get the engineer to bring that number down to the \$2.5 million range or by working with us. Mr. Hancock then stated that Modern Building has been given the documents and they have been reviewing them since last week and shared that their input should be arriving in the next week or so. He then stated that the review group unanimously decided on Modern Building but, we wanted to bring it to the Board for comments.

Board member Hammond inquired about the geotechnical report and Mr. Hancock responded.

Board member Garnier inquired about Tricon using a stainless steel pool. Mr. Hancock responded that yes they included the option, but at an additional cost, per the proposal.

Vice President Chapman expressed concerns on Modern's proposal including the listing of PG&E instead of LMUD and that the sewer and geothermal were lumped into one utility. Mr. Hancock responded that they are just listing various utilities. They are simply stating that if they call the utility companies and certain connection sizes are required, the amount was not listed in the proposal.

Vice President Chapman inquired about the triangular piece of property that staff was supposed to request be gifted to the JPA. Mr. Hancock responded that the County and City are working together to figure out a storage materials solution etc. and that he will continue to look into this.

Vice President Chapman also inquired as to why no lifeguard chairs or pool equipment included in the proposal cost. Mr. Hancock responded that "furniture" was not to be included in the proposal. However, costs associated with anything required to be a competitive pool must be included.

President Wilson asked Ms. Stern for confirmation that if, after phase 1 was completed, the Board chose not to continue on to phase 2 with Modern, there would not be a penalty. Ms. Stern responded that the JPA is not required to contract with them for phase 2 if the Board is not happy. She stated that after phase 1, they can go out to bid again with the documents from phase 1 if needed, as the documents are what is being paid for. It would make the process longer but it is an option if the Board is not satisfied.

President Wilson then inquired as to whether the \$150,000 contingency is in addition to the construction amount. Ms. Stern responded, yes. Conversation continued on the ability of the contractor to increase the GMP if desired. It was stated that the process was strict and certain criteria must be met and would require approval prior to the GMP being increased.

Eileen Spencer expressed her concern on how the RFP was not publically available and the process being kept secret. She also inquired as to why we are moving the line from \$2.2 million to \$3 million. President Wilson responded that the line had not been moved, we did not have the \$3 million, and this is where the current conversation was started.

Bill Feireabend (public) stated that he is feeling half full about the pool. It may be moving at a slower pace but it is happening and that the County and City have both acquired funding, he is just happy the process is moving forward.

Vice President Chapman suggested asking the four pools listed in the proposal for Modern, along with the Quincy pool, about their personnel costs. Also, he inquired as to how we listed a \$2.2 million GMP and still considered a \$2.9 proposal to be responsive. Mr. Hancock responded that the \$2.2 million GMP listed in our RFP did not include contingencies, it was a bare bones amount. He continued that the proposals were submitted this way because it is what we asked them to do. He proceeded to go through the list on page 9 of the Modern proposal stating that, for instance, one item would be \$7,500. However, if changes were needed it would not cost more but, there is always the possibility that it would cost less. Mr. Hancock continued to go through other areas where the costs could potentially be reduced or taken out. He then stated that all of these individual items will be discussed during the phase 1 design process.

Bill Feireabend stated that his concern was that the pool was still going to be built with the possibility to have it covered at a later date and if we have the design completed before Christmas, it would make him even happier.

Mr. Hancock stated that if the Board chose to go with Modern, they are an experienced firm. It would be \$100,000 on the line to complete design and prepare plans and specifications completed. We have the agreement and conditions right now and we can bring it back with them at the next meeting or we can work with them to finalize the agreement, or we can start over.

Vice President Chapman inquired as to whether or not the review committee had read the agreement or if the attorney had. Mr. Hancock responded that the committee had not but the attorney drafted the contract. Ms. Stern responded that she had and felt that this agreement, with the conditions, was very thorough. Vice President Chapman asked if she had heard of any new legislation that would counter anything in the contract as written. She responded that she was not aware of any recent legislation that would but she would notify Mr. Hancock if anything came up as well as work with the Contractor.

Motion by Vice President Chapman, second by Board member Garnier, to enter into an agreement with Modern Building Inc., for the design build project.

Vote polled: Chapman, Aye, Garnier, Aye, Hammond, Aye, and Wilson, Aye. Absent: Meserve.

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

Approval of minutes was revisited.

Motion by Board member Garnier, second by Board member Hammond, to approve minutes for September 21, 2015 meeting. Motion carried unanimously. Absent: Meserve.

Minutes for September 1, 2015 minutes held until next meeting.

ADJOURNMENT: Meeting adjourned at 4:57 p.m.

Brian R. Wilson, President

Respectfully Submitted by

Heidi Whitlock, Project Manager

**HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING
Special Meeting Minutes
December 3, 2015 – 10:00 a.m.
City Council Chambers 66 North Lassen Street Susanville CA 96130**

Meeting was called to order at 10:15 p.m. by Board member Meserve.

Roll Call of Board of Directors present: Dave Meserve, Tom Hammond, Kathie Garnier and Jeff Hemphill.
Absent: Nick McBride

Staff Present: Jared Hancock, Executive Officer, Heidi Whitlock, Project Manager, Nancy Cardenas, Treasurer.

APPROVAL OF AGENDA: Motion by Board member Garnier, second by Board member Hammond to approve the agenda as posted; motion carried unanimously.

APPROVAL OF MINUTES: None.

2 **PUBLIC COMMENT:** None.

3 **MATTERS FOR BOARD CONSIDERATION:**

3A **Resolution 15-07 Approving Design-Build Contract with Modern Building Inc.**

Mr. Hancock stated that at the November 3, 2015 meeting, staff presented the contract to the Board to approve entering into negotiations with Modern Building Inc. He continued that staff had been working with both Modern and the attorney to make requested changes and, although those changes were not substantial, we wanted to bring back the final wording for approval. He added that we would also want this contract to be adopted by resolution, not just by minute order.

Mr. Hancock stated that County members have also requested that we supply attorney confirmation that she has reviewed and approved the contract as to form and that documentation has also been provided to the Board.

Mr. Hancock then gave background on the design-build project and the procedures required.

Mr. Hancock stated that he has received questions regarding the various phases of the contract. He continued that the resolution presented is for Phase 1 only and the range for this phase is approximately \$75,000 to \$93,725 GMP. The second phase is \$2,381,400 but we can lower that amount during phase 1 and establish a new GMP for Phase 2.

Board member Hammond inquired as to what was being approved, just Phase1? Mr. Hancock responded that the resolution specifies the Notice to proceed will be for Phase 1 only.

Board member Hammond expressed concern as the document sent to him was missing numbers. Mr. Hancock responded that we could take the item off until next Tuesday stating that he would not be available but someone could run the meeting in his place. Board member Hammond inquired as to how this would affect the timeline. Mr. Hancock responded that we can request that Modern put their contractors on hold.

Board member Hemphill made a motion to table the item until December 15th, Board member Hammond offered a second but prior to passing the motion Tony Shaw (County deputy CAO) suggested having the signatures on the documents from the contractors. Mr. Hancock responded that the request would alter the motion as it would be authorizing getting signatures. Mr. Shaw stated that it was only in the interest of time saving but if changes are

requested, it could cause difficulties. Mr. Hancock responded that the documents themselves have already been reviewed so we would not be against it.

Motion by Board member Hemphill, second by Board member Hammond to have the contract on the December 15, 2015 meeting with contract signed and ready for Board signature. Motion carried unanimously. Absent: McBride.

3B Resolution 15-06 Authorizing Signatures

Mr. Hancock stated that this item is for the authorizing of signers on the claims and transfer forms and we are requesting that the current form be extended to December 2016.

Board member Hammond requested background on the item.

Ms. Cardenas expressed concern that the Resolution does not specify that City staff reimbursements would be approved by the Board and not the authorized signers listed on the sheet. She added that the claim form itself did not appear to be completed.

Ms. Wemple stated that she does not want to approve City staff signing for their own reimbursements but suggested that we adjust the form to make it possible for other pending claims to be paid. The claims box was checked on the authorized signer form, the form was signed and distributed.

Mr. Hancock responded that an MOU between the JPA and City is also being drafted to address reimbursements for staff time but, it is not yet complete.

Eileen Spencer (public) expressed her concern with City staff being reimbursed in general as County employees are not getting reimbursed for their time. Ms. Wemple responded that the County has an MOU with the JPA stating that they would not be submitting reimbursements until April of 2016.

Motion by Board member Garnier, second by Board member Hammond to approve Resolution No. 15-06. For all reimbursements except for City staff it was requested that the item be brought back at a later date to address approval of payment of City reimbursements. Motion carries unanimously. Absent: McBride.

4 BOARD MEMBER ISSUES/REPORTS: None.

ADJOURNMENT: Meeting adjourned at 10:49 a.m.

Brian Wilson, President

Respectfully Submitted by

Heidi Whitlock, Project Manager

**HONEY LAKE VALLEY RECREATION AUTHORITY
GOVERNING BOARD MEETING
Regular Meeting Minutes
December 15, 2015 – 3:00 p.m.
City Council Chambers 66 North Lassen Street Susanville CA 96130**

Meeting was called to order at 3:01 p.m. by President Wilson

Roll Call of Board of Directors present: Dave Meserve, Tom Hammond, Nick McBride, Jim Chapman and Brian Wilson.

Staff Present: Jared Hancock, Executive Officer, Heidi Whitlock, Project Manager.

APPROVAL OF AGENDA: Motion by Board member Hammond, second by Board member Meserve to approve the agenda as posted; motion carried unanimously.

4 APPROVAL OF MINUTES:

Motion by Board member McBride, second by Board member Meserve, to approve minutes from September 1, 2015 meeting. Motion carried unanimously.

Motion by Board member McBride, second by Vice President Chapman, to approve minutes from October 6, 2015 meeting. Motion carried unanimously. Abstain: Meserve.

5 CORRESPONDENCE: None.

6 PUBLIC COMMENT: None.

7 MATTERS FOR BOARD CONSIDERATION:

7A Resolution No. 15-07 Execute Contract with Modern Building Inc.

Mr. Hancock opened by stating that the item is the fully signed, completed agreement with Modern Building Inc, with the exception of the Board's signature. He continued that, as part of signing the agreement, the contract required bonding to be completed with its execution resulting in the cost being included in the first phase.

President Wilson inquired if it was just moved from Phase 2 to Phase 1. Mr. Hancock responded yes, but it was the same overall cost.

Vice President Chapman inquired as to what bonds are being required and referenced page 53 of the contract. Mr. Hancock responded and added that it was required, per the contract language, to be paid up front.

Discussion about the prior meeting and the concern of the numbers increasing took place. Vice President Chapman asked if this was going to be a \$4 million dollar project once completed. Mr. Hancock responded, no, it will not. He inquired as to whether or not the Board would like him to obtain the information of how the process works and what the bonds cover, exactly. He stated that the additional \$29,000 was for the performance bond but, the Board could recess so he could obtain the information.

Board member Hammond stated that the construction amount was still \$500,000 over budget. President Wilson responded that this was a known fact and that during the design phase we will have to get it down to the \$2.5 million we have for construction.

Mr. Hancock stated that he thought the point that was being missed was that we had a basic, single page layout that we provided to the contractors and that we asked for, a cost to design the project as well as for the construction. In addition to that, we asked for a GMP. Anyone submitting would have to work with a lot of unknown factors and commit to a GMP. We will get a new GMP to build it at the end of Phase 1. Mr. Hancock stated that he is hopeful that when the GMP goes down, so will the cost of the bonds but we are currently working with a lot of hypotheticals. The worst case scenario is if the design comes in and the construction costs are above the \$2.5 million requiring us to go out to bid again for the project.

Board member McBride stated that if we look at the proposal, there are a lot of items that can be scaled back. He requested that the Board stay positive and get the project underway.

Discussion occurred on the bonding requirements and the feasibility on negotiating those rates. Mr. Hancock stated that Modern is only providing what we required. Vice President Chapman asked if a delay is going to be triggered by scaling down the design. Mr. Hancock responded, no, the opposite. The items will be discussed and the only way the cost will go up is if we add items. We are requesting scaling the project down and are looking for cost savings. A new GMP will be determined and the delay clause is only for additional items, not the revision of plans and/or a revised scope.

Jim Hodge (public) inquired as to whether or not an addendum could be added to specify those items being discussed to make it clearer. Mr. Hancock responded that there is no need for an addendum as the contract is already drafted. Mr. Hancock then gave an example of what was being discussed. He referenced the bathhouse and how it was required but they were not given the number of stalls, required square footage or number of lighting standards. Mr. Hodge asked how we let them know it is to be under \$2.5 million. Mr. Hancock responded that we have always told them that \$2.5 million was our budget. We have looked into items, such as fencing, that we can cut out if necessary and have others do the work, such as the prison crews. President Wilson explained that Modern is providing high numbers until they obtain their subcontractor's bids.

Vice President Chapman stated that he felt he was being finessed into a corner. He added that, although social media is stating otherwise, he is not against the pool. However, every time the Board comes together, the dollar amount increases. He continued that it is also stating that the JPA is responsible for certain items. Mr. Hancock responded that the numbers for those items will be included in the Phase 2 GMP.

Additional discussion on items that could be omitted or scaled back occurred.

Board member McBride added that there are concerns with the \$3 million pool yet fundraising efforts have not yet started.

Mr. Hodge asked if Vice President Chapman wanted a guarantee from the contractor or staff. Vice President Chapman stated that he would like something basic and if money was not an issue it would be great but, the projects always grow. He stated he just wanted assurance from staff that the budget we have is realistic and can be obtained.

President Wilson reiterates that we are not building the pool they proposed. We have chosen them to design a pool based on what we can afford. Mr. Hancock stated that the only difference is, we are designing while they are getting numbers from their subcontractors. We will know what it costs as we are designing it. It will not be revealed after everything is complete.

Vice President Chapman stated that in June, when we decided to go this design-build route, we were told it would be faster and cheaper. Mr. Hancock responded that he didn't believe we could obtain a design for twice the dollar amount before the board. Board member McBride stated that, even at \$2.5 million, they would want to build it so they have an incentive to make it work. He suggested we be positive and not look at the project as though it is falling apart. Board members Meserve and Hammond agreed with the statement.

Motion by Board member McBride, second by Board member Meserve, to approve Resolution No. 15-07 authorizing the execution of the contract with Modern Building Inc. Vote polled: Meserve, aye, Hammond, aye, McBride, aye, Chapman, aye and Wilson, aye.

8 BOARD MEMBER ISSUES/REPORTS:

Board member McBride requested that fundraising and tax deductible contributions be an item on the next agenda and asked where staff was on the item. Mr. Hancock stated that we looking into some options and even discussed with the attorney to see if someone could submit funds to the City or County and receive a tax deductible donation and if it is something we can look into doing as a JPA. The Board requested it be brought back on the next agenda.

ADJOURNMENT: Meeting adjourned at 4:08 p.m.

Brian R. Wilson, President

Respectfully Submitted by

Heidi Whitlock, Project Manager

Submitted By: Jared G. Hancock, Executive Officer

Action Date: February 2, 2016

HLVRA AGENDA ITEM

SUBJECT: Election of President and Vice President for the 2016 Calendar Year

SUMMARY: The Honey Lake Valley Recreation Authority will consider the election of a President and Vice President to serve during the 2016 calendar year.

FISCAL IMPACT: None.

ACTION REQUESTED: Election of President and Vice President for the 2016 calendar year.

ATTACHMENTS: None.

Submitted By: Jared G. Hancock, Executive Officer

Action Date: February 2, 2016

HLVRA AGENDA ITEM

SUBJECT: Consider Approval of **Resolution No.16-01** to join the California Association for Park and Recreation Indemnity (CAPRI).

SUMMARY: The Honey Lake Valley Recreation Authority (HLVRA) staff have been working to secure insurance coverage for the pre-construction and operational phases of the HLVRA community swimming pool. This Agreement provides coverage to the against risk and liability exposure through the California Association for Parks and Recreation Indemnity (CAPRI).

At its November 3, 2015 meeting, staff presented the proposal to the Board and it was requested that staff obtain additional information on membership dues and how the fee would be adjusted is a smaller payroll amount is used. Quotes were received based on various payroll amounts.

Dues are established based on the annual budget and would generally be between \$800 and \$2,000 annually. Property and liability premiums were also provided based on a range of payroll projections with coverage during construction of \$2,021 to \$4,643 and coverage once operational of \$7,765 to \$10,356 annually.

FISCAL IMPACT:

ACTION

REQUESTED: Motion to approve Resolution No. 16-01 approving the execution of, and becoming party to, the Joint Powers Agreement creating the California Association for Park and Recreation Indemnity.

ATTACHMENTS:

- Quotes
- Resolution No. 16-01
- First Amended Agreement of CAPRI
- Bylaws of CAPRI

RESOLUTION TO JOIN THE CALIFORNIA ASSOCIATION FOR PARK AND RECREATION
INDEMNITY

RESOLUTION NO. 16-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE HONEY LAKE VALLEY
RECREATION AUTHORITY, APPROVING EXECUTION OF, AND BECOMING PARTY TO,
THE JOINT POWERS AGREEMENT CREATING THE CALIFORNIA ASSOCIATION FOR
PARK AND RECREATION INDEMNITY.**

THE BOARD OF DIRECTORS OF THE HONEY LAKE VALLEY RECREATION
AUTHORITY ("HLVRA") DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

WHEREAS, pursuant to the provisions of Sections 990, 990.4, 990.8 and 6500 of the Government Code, and section 3700(c) of the Labor Code, the California Association for Park and Recreation Indemnity ("CAPRI") has been created by a Joint Powers Agreement; and

WHEREAS, Joint Protection Programs have been developed by the CAPRI pursuant to the provisions of said Agreement; and

WHEREAS, said Agreement provides for additional members to become parties to the Joint Powers Agreement creating the CAPRI, pursuant to Section 4 of the Joint Powers Agreement, and to enter one or more Joint Protection Programs providing self-insurance and loss pooling; and

WHEREAS, the self-insurance and loss pooling programs of CAPRI, as well as its group insurance coverage programs, offer significant advantages to the HLVRA in terms of cost, protection, risk management and loss control advice and assistance, and entering such programs would be in the best interest of the HLVRA.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE HONEY LAKE VALLEY RECREATION AUTHORITY DOES HEREBY RESOLVE, ORDER AND DETERMINE THE FOLLOWING:

Section 1. That the Executive Officer of the HLVRA is hereby authorized and directed to execute the Joint Powers Agreement on behalf of the HLVRA binding the HLVRA to become a Member of CAPRI and subject to the terms and conditions of said Joint Powers Agreement. The HLVRA understands and agrees that, by executing the Agreement, it will be bound by the terms of the CAPRI Joint Powers Agreement, Bylaws, and Policies and Procedures adopted by the CAPRI Board, including the obligation to make deposits and deposit adjustments or assessments (Bylaws Articles V, VI) for joint protection programs it joins. Membership in a Joint Protection Program is subject to an initial three-year commitment (CAPRI Bylaws, Article VII; Joint Powers Agreement, Section 9).

Section 2. The HLVRA acknowledges notice of the provisions of the CAPRI Bylaws, Article VII, and Joint Powers Agreement, Section 9, indicating that following the initial three-year commitment, a Member may withdraw only at the end of any program year, upon three-month written notice, and thereafter retains rights and responsibilities as set forth in the Bylaws relating to the period of the Member's participation.

APPROVED by the Board of Directors of the HONEY LAKE VALLEY RECREATION
AUTHORITY this _____ day of _____, 20__ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Directors

ATTEST:

Board Secretary/Clerk

I hereby certify, under the penalty of perjury, that the above and foregoing is a true and correct
copy of Resolution No. ___ as adopted by the Board of Directors of the HONEY LAKE VALLEY
RECREATION AUTHORITY on the _____ day of _____, 20_____.

FIRST AMENDED JOINT POWERS AGREEMENT

OF

CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY (CAPRI)

THIS AGREEMENT is made and entered into in the County of Sacramento, State of California, by and among various special districts organized and existing under the laws of the State of California hereinafter collectively referred to as "districts" and individually as "district", who have or may hereafter sign this Joint Powers Agreement.

RECITALS

WHEREAS California Government Code section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS California Government Code section 990.4 provides that a local entity may self-insure; purchase insurance through an authorized insurer; purchase insurance through a surplus line broker; or any combination thereof; and

WHEREAS California Code section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide insurance for any authorized purpose by any one or more of the methods specified in section 990.4; and

WHEREAS each of the districts which are parties to the agreement desire to join together with other districts in order to collectively self-insure their losses and to jointly purchase insurance and administrative services in connection with a joint protection program for said districts; and

WHEREAS it is to the mutual advantage and in the best public interest of the parties to this Joint Powers Agreement to establish this joint powers authority for the purposes stated herein.

NOW, THEREFORE, for and in consideration of the execution of this agreement by other districts, each of the parties hereto does hereby agree as follows:

(1) Purpose: This Joint Powers Agreement is entered into by districts in order to jointly fund and develop programs to provide various insurance coverages for participating member districts, including workers' compensation coverage. These programs shall be provided through collective self-insurance; the purchase of insurance coverages; or a combination thereof. These programs shall also seek to reduce the amount and frequency of losses, and to decrease the costs incurred by districts in the handling and litigation of claims. These purposes shall be accomplished through a joint exercise of powers by said districts pursuant to the terms of this agreement and by the creation of a separate joint powers authority.

(2) Creation of Joint Powers Authority: Pursuant to Section 6500 et seq. of the California Government Code there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Association for Park and Recreation Indemnity, also known as CAPRI. Pursuant to Government Code section 6508.1 the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this agreement or of any district. A notice of this agreement shall be filed with the Secretary of State within 30 days after the effective date as required by Government Code section 6503.5.

(3) Membership: Each district which is a party to this agreement must be a district which is duly organized and existing under the laws of the State of California; must be a member of the California Association of Recreation and Park Districts; and must be approved for participation in CAPRI in the manner provided by the Bylaws.

(4) Parties to Agreement: Each district which has signed this agreement certifies that it intends to and does contract with CAPRI, with all other districts who have signed this agreement, and, in addition with each district which may later be added as a party to and may sign this agreement. Each district which has or may hereafter sign this agreement also certifies

that the deletion of any district from this agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this agreement nor each district's intent to contract as described above with the then-remaining districts.

(5) Powers of the Authority: CAPRI shall have all of the powers common to districts and all additional powers set forth in the joint powers law. This joint powers authority is hereby authorized to do all acts necessary for the exercise of said common powers, including but not limited to any or all of the following:

- (a) To make and enter into contracts.
- (b) To employ agents and employees and/or contract for such
- (c) To incur debts, liabilities and obligations.
- (d) To acquire, hold, or dispose of property.
- (e) To receive contributions and donations of property, funds, services

and other forms of assistance from persons, firms, corporations and governmental entities.

- (f) To sue and be sued in its own name.
- (g) To exercise all powers necessary and proper to carry out the terms and provisions of this agreement or otherwise authorized by law.

(6) Term of Agreement: This agreement shall become effective when authorized by the Board of Directors of the California Association for Park and Recreation Indemnity (CAPRI). When effective, this agreement shall continue thereafter until terminated as herein provided. This agreement shall become effective as to each member district upon approval of the district's membership by the Board of Directors of CAPRI, execution of this Joint Powers Agreement by the member district and by CAPRI, and by payment by the District of its initial contribution for coverage by CAPRI.

(7) Bylaws: The Bylaws of the California Association for Park and Recreation Indemnity (CAPRI), a copy of which is attached hereto and marked Exhibit "A", are hereby incorporated into this agreement and made a part hereof. Each party to this agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended. The California Association for Park and Recreation Indemnity (CAPRI) shall operate and conduct its business and affairs pursuant to the terms of this Agreement and said Bylaws.

(8) Board of Directors: The California Association for Park and Recreation Indemnity (CAPRI) shall be governed by a Board of Directors which is hereby established and which shall be composed of two members appointed by the Board of Directors of the California Association of Recreation and Park Districts and five members elected by the districts who have executed this Joint Powers Agreement and are participating in CAPRI. Each member of the Board of Directors shall have one vote. The Board of Directors shall have the authority to conduct all business of this joint powers authority under the provisions hereof and pursuant to law; and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

(9) Withdrawal or Involuntary Termination: Any district, after completing three fiscal years as a participating member district in any particular joint protection program, may voluntarily withdraw from membership in that program as provided in the Bylaws, or a district may be involuntarily terminated as provided by the Bylaws.

(10) Termination of CAPRI: CAPRI may be terminated at any time upon the agreement of two-thirds of the then member districts. However, this Joint Powers Agreement and CAPRI shall continue to exist for the purpose of paying all claims, the payment of liabilities, the distribution of assets, and all other functions necessary to wind up the affairs of CAPRI. After having made provisions for the payment of all claims and liabilities, CAPRI shall pay to each member district who was a member district of CAPRI at the time of its termination their pro rata share of the remaining assets of CAPRI pursuant to the provisions of the Bylaws.

(11) Amendments: This agreement may be amended by an amendment in writing signed by two-thirds of the districts then parties to this agreement. Upon signature of any amendment of two-thirds of the member districts, any member district failing or refusing to sign such amendment may be involuntarily terminated as a party to this agreement as provided in the Bylaws.

(12) Enforcement: CAPRI is hereby granted authority to enforce this agreement. In the event action is instituted to enforce any term of this agreement or any term of the Bylaws against any district which signed this agreement, the district agrees to pay such sums as the Court may fix as attorney fees and costs in said action.

(13) Nonliability of Member Districts: Nothing in this Joint Powers Agreement or in the Bylaws adopted pursuant hereto shall be construed as imposing liability upon any district, or any director, officer or employee thereof, for the payment of any claim insured against by CAPRI, the sole recourse of claimants being against the funds of participating districts paid into CAPRI for the payment of such claims.

(14) Nonliability of Directors, Officers, Agents, and Employees: The members of the Board of Directors, and the officers, agents, and employees of CAPRI shall not be liable to CAPRI, to any participating member district, or to any other person, for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any agent, employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, agent, or employee. No director, officer, agent, or employee shall be liable for any action taken or omitted by any other director, officer, agent, or employee. As a public entity, CAPRI shall defend and shall indemnify and hold harmless its directors, officers, agents, and employees against any claim or action arising out of an act or omission

occurring within the scope of employment pursuant to the provisions of Division 3.6, Title 1, of the California Government Code, commencing with Government Code Section 810.

(15) Counterparts: This agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated _____

Honey Lake Valley Recreation Authority
District/JPA

By _____
President

By _____
Secretary

EXECUTION BY AGENCY

The California Association for Park and Recreation Indemnity (CAPRI), the joint powers authority created by this Joint Powers Agreement, hereby executes this agreement and accepts the district/JPA named above as a participating member district/JPA in CAPRI subject to all of the terms and conditions set forth in this Joint Powers Agreement and in the Bylaws, effective on _____.

Dated _____

CALIFORNIA ASSOCIATION FOR PARK
AND RECREATION INDEMNITY (CAPRI)

By _____
Administrator - CAPRI

BYLAWS OF
CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY

THESE BYLAWS are for the regulation of the California Association for Park and Recreation Indemnity (CAPRI).

ARTICLE I

MEMBERSHIP

(1) Eligibility

Any district organized under the laws of the State of California which is a member of the California Association of Recreation and Park Districts is eligible for membership in CAPRI upon approval of its membership by the Board of Directors.

(2) Participating Member

A "participating member district" as that phrase is used herein is any district in the State of California whose participation in CAPRI has been approved by the Board of Directors; which is a member of the California Association of Recreation and Park Districts; which has executed the Joint Powers Agreement of which these Bylaws are a part; and which has paid all contributions and any other fees required for coverage by CAPRI.

(3) Successor Members

Should any participating member district reorganize in accordance with the statutes of the State of California, the successor in interest, or successors in interest, if a member of the California Association of Recreation and Park Districts, may be substituted as a participating member district upon approval by the Board of Directors.

(4) Admission Fee

Any district approved for participation in CAPRI after the effective date of any coverage program shall pay an admission fee in such amount as may be established by the Board of Directors.

ARTICLE II

BOARD OF DIRECTORS

(1) Powers

The business and affairs of CAPRI shall be managed, and all powers of this joint powers authority shall be exercised by or under the ultimate direction of the Board of Directors.

(2) Election and/or Appointment of Directors

The Board of Directors shall consist of two directors appointed by the Board of Directors of the California Association of Recreation and Park Districts (CARPD) and five directors selected by the participating member districts. The CARPD-appointed Directors will serve indefinite terms at the pleasure of CARPD. The remaining five directors shall be elected to office for four-year terms; two as "at large" Directors elected by the entire CAPRI membership, and three by category from the upper, middle and lower thirds of CAPRI membership, as measured in tiers by total contributions paid in the year before the election. Each participating member district shall have one vote for each at large director position to be elected, and one vote for the director position representing that District's membership tier. The candidates receiving the highest number of votes for available positions on the Board shall be elected in each category. All Directors (other than the CARPD-appointed directors) must be either a member of the Board of Directors or a management employee of a participating member district. Only one representative from any district may serve on the Board of Directors at the same time.

The Board shall set the time and manner of elections, to be conducted in even-numbered years; two "at large" directors to be elected in one election, and three directors from contribution tiers to be elected in the following election two years later, in a repeating process. In election years, the Board shall provide notice to the membership of election deadlines, including the deadline for receipt of nominations; shall determine which nominees meet the appropriate qualifications set forth in these Bylaws; shall thereafter publish a list of nominees to

the participating member districts, and shall provide for the process of receipt and tallying of ballots. The Board may conduct elections either by an in-person membership meeting, or by mailed/emailed ballots. Ballots shall be public records of CAPRI.

(3) Vacancy

Upon the death or resignation of a CARPD-appointed director, or removal by CARPD, a replacement shall be appointed by CARPD. Upon the death or resignation of any other member of the Board of Directors, or should the director cease being a member of the Board of Directors or a management employee of a participating member district a vacancy shall occur. Such a vacancy shall be filled for the balance of the unexpired term by appointment of a replacement by the remaining members of the CAPRI Board of Directors. Such a director appointed by the remaining members of the CAPRI Board of Directors, if a representative of the upper one-third, middle one-third, or lower one-third category, shall be selected from a participating member district, which is in the same category of participating member districts in order to maintain the balance of one director from the upper one-third; one from the middle one-third; one from the lower one-third; and two directors at large.

(4) Meetings

The business of the Board of Directors shall be conducted and exercised only at a meeting of the Board of Directors held upon written notice to all members of the Board of Directors. All meetings of the CAPRI Board of Directors shall be called and conducted pursuant to the provisions of Title 5, Division 2, Part 1, Chapter 9, of the California Government Code (Ralph M. Brown Act) commencing with Government Code Section 54950.

(5) Quorum and Required Vote

A quorum of at least four members of the Board of Directors must be present at any meeting before the business of the Board of Directors can be transacted. The vote of a majority of the Board of Directors present shall be required for any act or decision of the Board of Directors except as herein otherwise specifically provided.

(6) Expenses

The members of the Board of Directors shall be reimbursed for all reasonable and necessary travel expenses when required or incurred by any director in connection with attendance at a meeting of the Board of Directors or a committee thereof. These expenses shall include all charges for meals, lodging, airfare and the cost to travel by automobile at the rate per mile established by the Board of Directors.

ARTICLE III

OFFICERS

At the first meeting of the Board of Directors following an election, the Board of Directors shall elect a president, a vice-president, and a secretary to serve for a two-year term or until a successor is elected. Such officers shall serve at the pleasure of the Board of Directors. In the event the president, vice-president, or secretary so elected ceases to be a member of the CAPRI Board of Directors, the resulting vacancy in office shall be filled at the next regular meeting of the CAPRI Board of Directors after such vacancy occurs.

The president shall preside at and conduct all meetings of the Board of Directors, and shall carry out the resolutions and orders of the Board of Directors, and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe. In his absence, the vice-president shall carry out the duties of the president. The secretary shall perform the duties appropriate to the office.

The Board of Directors shall appoint an Administrator who shall have general administrative responsibility for the activities of this joint powers authority, and shall be responsible for all minutes, notices and records of meetings and shall perform such other duties as may be assigned by the Board of Directors. The Administrator shall serve as Treasurer of CAPRI pursuant to Government Code Section 6505.6.

ARTICLE IV

POWERS

The Board of Directors shall have the following powers:

- (a) Exercise all powers and conduct all business of the authority.
- (b) Determine the details of and select joint protection program or programs to be offered by the authority.
- (c) Determine and purchase all necessary insurance, including excess insurance, and/or reinsurance, necessary to carry out the joint protection program or programs offered by CAPRI.
- (d) Contract for or develop various services for the authority, including, but not limited to claims adjusting, loss control, and risk management consulting.
- (e) Appoint committees, appoint staff, and employ such persons as the Board deems necessary for the administration of the authority. All such persons shall serve at the pleasure of the Board of Directors.
- (f) Supervise the adjustment and defense of all claims involving liability of the authority or of a member district during their period of membership in and coverage by the authority.
- (g) Fix and collect contributions from member districts.
- (h) Deposit all funds received in separate bank accounts in the name of the "California Association for Park and Recreation Indemnity" (CAPRI).
- (i) Invest funds on hand in any manner authorized by law for the investment of funds of a special district.
- (j) Expend funds of CAPRI only for the purpose of carrying out the provisions of the Joint Powers Agreement and these Bylaws.
- (k) Provide financial administration, claims management services, legal representation, safety engineering, actuarial services, and other services necessary or

proper to carry out the purposes of CAPRI either through its own employees or by contract with one or more third parties.

(l) Obtain general liability insurance, directors and officers liability insurance, and such other insurance as the Board of Directors may deem necessary or proper in order to protect CAPRI and its employees and participating districts.

(m) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for CAPRI.

(n) Establish policies and procedures for the operation of CAPRI.

(o) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of CAPRI.

ARTICLE V

JOINT PROTECTION PROGRAMS

(1) Implementation of Joint Protection Programs

The Board of Directors may, at any time, offer such joint protection programs as it may deem desirable, including workers' compensation coverage. Any such joint protection program or programs shall be offered on such terms and conditions as the Board of Directors may determine. All member districts must participate in at least one of the joint protection programs of CAPRI as established by the Board of Directors. Other optional joint protection programs and coverages may be offered. The Board of Directors shall establish the amount of contribution, determine the amount of loss reserve contribution, provide for the handling of claims, determine the amount of excess insurance to be obtained, and otherwise establish the policies and procedures necessary to provide a particular joint protection program for participating member districts.

(2) Adjustments in Contribution

The contribution for each participating member district in any joint protection program or plan may be experience rated and/or adjusted from time to time by the Board of Directors.

(3) Subrogation

In the event of any payment of payment of workers' compensation benefits by CAPRI, then CAPRI shall be subrogated to all rights of recovery therefor of the participating district as employer against any person or organization, and the participating district shall execute and deliver such instruments and papers, and shall do whatever else is necessary to secure such subrogation rights in CAPRI.

(4) Serious and Willful Misconduct

CAPRI shall not be liable for any additional compensation imposed on the participating member district under Section 4553 and 4556, Division V, Labor Code for the State of California, by reason of the serious and willful misconduct of the participating member district or any representative of the participating member district.

ARTICLE VI

FINANCIAL AFFAIRS

(1) Accounts and Records

CAPRI shall establish and maintain such bank accounts and maintain such books and records as determined by the Board of Directors and as required by good accounting practice. Books and records of CAPRI shall be open to inspection at all reasonable times by authorized representatives of participating member districts. Periodic financial reports shall be made to all participating member districts.

(2) Audit

CAPRI shall obtain an annual certified audit of its accounts and records which audit shall be made by a certified public accountant and shall conform to generally accepted auditing standard. A copy of said report shall be filed as a public record with the county auditor of the

county where the home office of the joint powers authority is located and shall be sent to any participating member districts, public agency or person in California that submits a request to the joint powers authority. Such audit shall be obtained and filed within six months after the end of the fiscal year under examination.

(3) Actuarial Audit

The CAPRI Board of Directors may obtain an actuarial audit of reserves and a rating analysis from time to time as determined by the Board of Directors.

(4) Distribution of Surplus

Any surplus from the operation of any joint protection program or **any funds transferred from the PARDEC workers' compensation** program may be distributed to the participating member districts in such joint protection program under such terms and conditions as may be determined by the Board of Directors, but any such distribution shall be made only to those districts which participated in the program during the year in which the surplus was generated.

(5) Assessments

If, in the opinion of the Board of Directors, claims against the participating member districts in any particular program or plan are of such a magnitude as to endanger the ability of CAPRI to continue to meet its obligations, each member district which has participated in that program or plan during any portion of the program year(s) in which the deficit arose may be assessed by CAPRI a pro rata share of the additional amount determined necessary by the Board of Directors to restore the ability of CAPRI to continue to meet its obligations. Each member district's pro rata share of the total assessment shall be in the same proportion as the total contributions paid by that district during the program year(s) in which the deficit arose bear to the total contributions paid by all participating member districts during that same period of time. Failure of any participating member district to pay any regular contribution or assessment when due shall be cause for the involuntary termination of that district's membership in CAPRI. Such assessment shall be a debt due by all member districts who have participated in CAPRI

during any portion of the program year(s) in which the deficit arose, and shall not be discharged by termination of membership.

ARTICLE VII

TERMINATION OF MEMBERSHIP

(1) Withdrawal

After completing three full fiscal years of participation in a particular joint protection program of CAPRI, any participating member district may voluntarily withdraw from that program at the end of the program year, following a three-month written notice of termination.

Pursuant to Government Code 6512.2, withdrawal of a member shall not be considered a completion of the purpose of this agreement and shall not require the repayment or return to the withdrawing member of all or any part of any contributions, payments or advances made by the parties unless the agreement is rescinded or terminated as to all parties.

The withdrawal or involuntary termination of any district shall not terminate its responsibility to cooperate with and assist CAPRI and any insurer, claims adjuster or legal counsel retained by CAPRI, in defense of claims and in all matters relating to this agreement.

(2) Involuntary Termination

A participating member district may be involuntarily terminated at any time for any of the following reasons:

- (a) Failure to pay any contribution or payment to loss reserve when due; or
- (b) Failure to comply with the Bylaws or with the policies and procedures established by CAPRI.
- (c) Failure to sign any properly adopted amendment to the Joint Powers Agreement when requested to do so.
- (d) Failure to maintain membership in the California Association of Recreation and Park Districts.

(e) Dissolution of a participating member district.

In the event a participating member district fails to pay any portion of their annual contribution or any other payment to loss reserves or assessment when due or fails to maintain membership in the California Association of Recreation and Park Districts, CAPRI will immediately mail to the delinquent district a notice stating the delinquency and stating that coverage by CAPRI will be canceled and terminated upon a date not less than 30 days thereafter unless during that period of time the stated delinquency is corrected. Termination will be effective pursuant to the notice if the delinquency is not corrected within the time stated.

Involuntary termination for any other reason stated above will be effected by CAPRI giving written Notice of Intention to Terminate to the participating member district upon a date not less than 30 days thereafter for the reason or reasons set forth in the notice. The termination will be effective upon the date set forth in the notice unless prior to that effective date the participating member district being terminated requests a hearing by the Board of Directors of CAPRI. At the hearing evidence will be received as to the reasons for the termination and as to the reasons why the termination should not be completed. After such hearing the vote of five members of the CAPRI Board of Directors will be required to terminate a participating member. If following the hearing the CAPRI Board of Directors decides to involuntarily terminate the participating member district, then CAPRI shall give such district 30 days written notice of its decision to involuntarily terminate such member after hearing and the effective date of the termination. If no request for hearing by the Board of Directors is received, then the termination shall be effective upon the date set forth in the Notice of Intention to Terminate.

All notices provided for above shall be mailed certified mail, return receipt requested.

(3) Payment Upon Termination of Membership

In the event of a termination of the membership of any member district by withdrawal or by involuntary termination, said district shall thereafter be entitled to receive its pro rata share of

any distribution of surplus declared by the Board of Directors that pertains to a year during which the terminated district was a participating member district in any particular program of CAPRI. Said payment shall be in full settlement and satisfaction of any and all claims that the said terminated member district may have against CAPRI. No terminated participating member district shall be entitled to any refund of contribution or any return of loss reserves.

(4) Continued Liability

Upon withdrawal or involuntary termination of a participating member district, that district shall continue to be responsible for any unpaid contributions and for any assessment levied in accordance with the provisions of these Bylaws.

ARTICLE VIII

TERMINATION

Upon the termination of CAPRI provision shall be made for the payment of all known claims; for insuring, reinsuring or making other provision for the payment of any and all unknown claims covered by any insurance coverage provided by CAPRI to a member district and occurring during its period of coverage by CAPRI; and for the payment of all debts, liabilities, administrative expenses and obligations of CAPRI. After having paid or made provision for all such matters, CAPRI shall pay to each member district who was a member of CAPRI at the time of termination its pro rata share of the remaining assets of CAPRI. A district's pro rata share shall be in the same proportion as the total contributions paid by that district to CAPRI during its period of participation bears to the total contributions paid to CAPRI during its period of operation by all districts who are members of CAPRI at the time of termination.

ARTICLE IX

AMENDMENTS

These Bylaws may be amended at any time by majority vote of the Board of Directors following a 30-day written notice to all participating member districts as to the amendment proposed to be adopted, except that these Bylaws cannot be amended in any way that would conflict with the terms and provisions of the Joint Powers Agreement.

ARTICLE X

EFFECTIVE DATE

These Bylaws shall become effective immediately upon the effective date of the Joint Powers Agreement. All amendments to these Bylaws shall be effective upon adoption by the Board of Directors.

From: Pat Cabulagan
Sent: Tuesday, December 22, 2015 2:58 PM
To: 'Heidi Whitlock'
Subject: RE: HLVRA

Heidi:

<u>Dues Category based on Annual Budget</u>	<u>Proposed Dues</u>
\$0 - \$99,999	\$400
\$100,000 - \$199,999	\$800
\$200,000 - \$299,999	\$1,000
\$300,000 - \$599,999	\$1,500
\$600,000 - \$999,999	\$2,000
\$1,000,000 and higher	\$2,500

Here are the various premiums with the following exposures:

\$3,000,000 Property TIV, Liability – **Payroll \$240,000**; Auto Liability – Autos 0 = \$9,561
\$3,000,000 Property TIV, Liability – **Payroll \$100,000**; Auto Liability – Autos 0 = \$7,765
\$3,000,000 Property TIV, Liability – **Payroll \$200,000**; Auto Liability – Autos 0 = \$9,030
\$3,000,000 Property TIV, Liability – **Payroll \$300,000**; Auto Liability – Autos 0 = \$10,356

\$50,000 Property TIV, Liability – **Payroll \$240,000**; Auto Liability – Autos 0 = \$3,839
\$50,000 Property TIV, Liability – **Payroll \$100,000**; Auto Liability – Autos 0 = \$2,021
\$50,000 Property TIV, Liability – **Payroll \$200,000**; Auto Liability – Autos 0 = \$3,301
\$50,000 Property TIV, Liability – **Payroll \$300,000**; Auto Liability – Autos 0 = \$4,643

Let me know if you have any questions. Let me know when you would like to start coverage.

Pat Cabulagan



Patrick Cabulagan
Administrator/Executive Director
CAPRI/CARPD
pcabulagan@capri-jpa.org
916-722-5550
916-722-5715 (FAX)

Submitted By: Jared G. Hancock, Executive Officer

Action Date: February 2, 2016

HLVRA AGENDA ITEM

SUBJECT: Consider the Approval of **Resolution No. 16-02** Authorizing the President to execute the Agreement between the City of Susanville and the Honey Lake Valley Recreation Authority for the provision of Administrative Services.

SUMMARY: The Honey Lake Valley Recreation Authority began utilizing City of Susanville staff resources on December 10, 2013. The attached Agreement formalizes this arrangement and will be submitted to the City for approval.

FISCAL IMPACT: As outlined in the Agreement.

ACTION REQUESTED: Motion to approve Resolution No. 16-02 authorizing the President to execute the Agreement between the City of Susanville and the Honey Lake Valley Recreation Authority for the provision of Administrative Services.

ATTACHMENTS: Resolution No. 16-02
Proposed Agreement between the City of Susanville and the HLVRA.

RESOLUTION NUMBER 16-02

A RESOLUTION OF THE HONEY LAKE VALLEY RECREATION AUTHORITY AUTHORIZING PRESIDENT TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF SUSANVILLE AND THE HONEY LAKE VALLEY RECREATION AUTHORITY FOR ADMINISTRATIVE 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 desires to continue to provide Administrative Services for the Honey Lake Valley Recreation Authority; and

WHEREAS, the City of Susanville and Honey Lake Valley Recreation Authority desire to enter into an agreement for said services; and

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

Approved:

Brian R. Wilson, President

Attest:

Heidi Whitlock, Project Manager

The foregoing **Resolution Number 16-02** was approved and adopted at a regular meeting of the Honey Lake Valley Recreation Authority held on the ____ day of _____, 20__ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Heidi Whitlock, Project Manager

APPROVED AS TO FORM:

Kronick Moskowitz Tiedemann & Girard

**AGREEMENT FOR ADMINISTRATIVE 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 and Administrative 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

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 AND ADMINISTRATIVE SERVICES TO BE PROVIDED BY CITY.** CITY shall provide the following Management and Administrative 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

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 and Administrative 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 any staff assigned by the CITY.

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, there will be retained out of the sums due the CITY under this Agreement, an amount sufficient to cover such compensation, until such compensation is paid or it is determined that no compensation is due. If the HLVRA is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the CITY. The CITY's worker's compensation insurer shall agree to waive all rights of subrogation against the HLVRA, its officers, officials, and employees for losses arising from work performed by the CITY.

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, 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.

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

F. 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.

G. 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 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 sixty (60) 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 Consultant 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

By _____

Appendix A

City Administrator	\$80.06 per hour
Assistant to the City Administrator	\$47.93 per hour
Project Manager	\$39.66 per hour
City Engineer	\$60.69 per hour
City Planner	\$49.82 per hour

Submitted By: Jared G. Hancock, Executive Officer

Action Date: February 2, 2016

HLVRA AGENDA ITEM

SUBJECT: HLVRA's Ability to Accept Tax Deductible Contributions of the Community Swimming Pool

SUMMARY: Honey Lake Valley Recreation Authority staff have been working with legal counsel to establish if the HLVRA JPA meets the legal requirements under Internal Revenue Code (IRC) 170 (c)(1) as a charitable contribution and therefore tax deductible. While JPA's are not specifically listed in the code, legal counsel was able to locate a Private Letter Ruling that stated that a "wholly-owned instrumentality" of states or political subdivisions meet the IRS standard, provided that the contribution be made exclusively for public purposes. The IRS considers six factors when determining if an entity is a wholly-owned instrumentality. With the JPA's current structure it appears to meet six factors and would therefore be eligible.

If the JPA desire to receive an official determination, it is recommended that a "Private Letter Ruling" be obtained from the IRS. Both the City and the County are eligible under the IRC however, additional research may be necessary to determine if the contributions would be eligible if transferred to the JPA.

FISCAL IMPACT: None.

ACTION REQUESTED: Direction to staff.

ATTACHMENTS: None.

Submitted By: Jared G. Hancock, Executive Officer

Action Date: February 2, 2016

HLVRA AGENDA ITEM

SUBJECT: Receive and File Financial Reports for December 2015

SUMMARY: Diana Wemple, Auditor, has provided the financial reports for revenue, appropriations and cash activity for the period of December 1, 2015 through December 31, 2015.

FISCAL IMPACT: None.

**ACTION
REQUESTED:** Receive and File.

ATTACHMENTS: Cash Activity Report for December 1, 2015 to December 31, 2015
Revenue Ledger for December 1, 2015 to December 31, 2015
Appropriations Ledger for December 1, 2015 to December 31, 2015

GLD - 855

FD: 536 HONEY LAKE VALLEY RECREATION
 B/U: 0950 COMMUNITY POOL CONSTRUCTION
 C/C: NONE

**County of Lassen
 Auditor Controller
 Revenue Ledger**

From 12/1/2015 to 12/31/2015

Account	Date	Program	Description	Warrant	Document	Estimated	Revenue	Unrealized
20-03000	12/01/2015	*****	INTEREST			\$0.00	\$983.09	(\$983.09)
			Ending Balance:			\$0.00	\$983.09	(\$983.09)
20-07400	12/01/2015	*****	OTHER-GOVERNMENTAL AGENCIES			\$2,600,000.00	\$2,400,000.00	\$200,000.00
			Ending Balance:			\$2,600,000.00	\$2,400,000.00	\$200,000.00
			Cost Center Totals As of 12/1/2015					
			Current Period			\$0.00	\$0.00	\$0.00
			Ending Balance			\$2,600,000.00	\$2,400,983.09	\$199,016.91
			Budget Unit Totals As of 12/1/2015					
			Current Period			\$0.00	\$0.00	\$0.00
			Ending Balance			\$2,600,000.00	\$2,400,983.09	\$199,016.91
			Fund Totals As of 12/1/2015					
			Current Period			\$0.00	\$0.00	\$0.00
			Ending Balance			\$2,600,000.00	\$2,400,983.09	\$199,016.91
			Overall Totals As of 12/1/2015					
			Current Period			\$0.00	\$0.00	\$0.00
			Ending Balance			\$2,600,000.00	\$2,400,983.09	\$199,016.91

GLD - 853

FD: 536 HONEY LAKE VALLEY RECREATION
 B/U: 0950 COMMUNITY POOL CONSTRUCTION
 C/C: NONE

**County of Lassen
 Auditor Controller
 Appropriation Ledger**

From 12/1/2015 to 12/31/2015

Date	Program	Description	Warrant	Document	Appropriations	Encumbrances	Expenditures	Uncumbered
12/01/2015	*****	ACCOUNT : 30-02200 OFFICE EXPENSE			\$6,000.00	\$0.00	\$0.00	\$6,000.00
12/01/2015	*****	ACCOUNT : 30-02300 PROFESSIONAL & SPECIALIZED SV			\$6,000.00	\$0.00	\$0.00	\$6,000.00
12/07/2015		PRICE PAIGE & CO ACCOUNTANCY		CO160227	\$95,000.00	\$3,115.75	\$22,811.18	\$69,073.07
12/10/2015		ANNUAL AUDIT SERVICES HLVR	01089180	CO160093	\$0.00	\$2,150.00	\$0.00	\$66,923.07
12/10/2015		KRONICK,MOSOVITS,TIEDEMANN & 9/30-10/23/15 SERVICES	01089180	CO160093	\$0.00	(\$1,114.75)	\$1,114.75	\$66,923.07
12/10/2015		KRONICK,MOSOVITS,TIEDEMANN & 9/30-10/23/15 SERVICES	01089180	CO160093	\$0.00	\$0.00	\$3,434.67	\$63,488.40
12/10/2015		PRICE PAIGE & CO ACCOUNTANCY 11/7/15 HLVR AUDIT 6/30/15	01089186	CO160227	\$0.00	\$0.00	\$1,500.00	\$61,988.40
12/22/2015		PRICE PAIGE & CO ACCOUNTANCY 12/7/15 HLVR AUDIT 6/30/15	01089826	CO160227	\$0.00	\$0.00	\$2,100.00	\$59,888.40
12/01/2015	*****	ACCOUNT : 30-02400 PUBLICATIONS AND LEGAL NOTICES			\$95,000.00	\$4,151.00	\$30,960.60	\$59,888.40
12/01/2015	*****	ACCOUNT : 30-02800 SPECIAL DEPARTMENTAL EXPENSE			\$2,000.00	\$0.00	\$0.00	\$2,000.00
12/01/2015	*****	ACCOUNT : 30-02800 SPECIAL DEPARTMENTAL EXPENSE			\$2,000.00	\$0.00	\$0.00	\$2,000.00
12/01/2015	*****	ACCOUNT : 30-02800 SPECIAL DEPARTMENTAL EXPENSE			\$5,000.00	\$0.00	\$0.00	\$5,000.00
12/01/2015	*****	ACCOUNT : 30-02800 SPECIAL DEPARTMENTAL EXPENSE			\$5,000.00	\$0.00	\$0.00	\$5,000.00
12/01/2015	*****	ACCOUNT : 30-06000 LAND			\$108,000.00	\$3,115.75	\$22,811.18	\$82,073.07
12/01/2015	*****	ACCOUNT : 30-06100 BUILDING & IMPROVEMENTS			\$0.00	\$1,035.25	\$8,149.42	(\$9,184.67)
12/01/2015	*****	ACCOUNT : 30-06100 BUILDING & IMPROVEMENTS			\$108,000.00	\$4,151.00	\$30,960.60	\$72,888.40
12/10/2015		GUY RENTS INC	01089380	CL664214	\$2,000.00	\$0.00	\$0.00	\$2,000.00
12/10/2015		ACC:87683 11/2/15 SECURITY FEN H2O ENVIRONMENTAL, INC.	01089175	CO160206	\$2,540,000.00	\$8,550.00	\$2,842.43	\$2,528,607.57
12/10/2015		10/30/15 REMOVE MATERIAL 800 S			\$0.00	\$0.00	\$53.04	\$2,528,554.53
12/10/2015		10/30/15 REMOVE MATERIAL 800 S			\$0.00	(\$8,550.00)	\$8,427.60	\$2,528,676.93

GLD - 853

FD: 536 HONEY LAKE VALLEY RECREATION
 B/U: 0950 COMMUNITY POOL CONSTRUCTION
 C/C: NONE

**County of Lassen
 Auditor Controller
 Appropriation Ledger**

From 12/1/2015 to 12/31/2015

Date	Program	Description	Warrant	Document	Appropriations	Encumbrances	Expenditures	Unencumbered
12/22/2015		GUY RENTS INC 10/13-11/13/15 SECURITY FENCE	01089795	CL665037	\$0.00	\$0.00	\$179.00	\$2,528,497.93
		Ending Balance			\$2,540,000.00	\$0.00	\$11,502.07	\$2,528,497.93
12/01/2015	*****	ACCOUNT : 30-06200 EQUIPMENT			\$300,000.00	\$0.00	\$0.00	\$300,000.00
		Ending Balance			\$300,000.00	\$0.00	\$0.00	\$300,000.00
		FIXED ASSETS Totals As of 12/1/2015			\$2,842,000.00	\$8,550.00	\$2,842.43	\$2,830,607.57
		Current Period			\$0.00	(\$8,550.00)	\$8,659.64	(\$109.64)
		Ending Balance			\$2,842,000.00	\$0.00	\$11,502.07	\$2,830,497.93
12/01/2015	*****	ACCOUNT : 30-10000 APPROPRIATION FOR CONTINGENCIE			\$50,000.00	\$0.00	\$0.00	\$50,000.00
		Ending Balance			\$50,000.00	\$0.00	\$0.00	\$50,000.00
		PROV FR CONTINGE Totals As of 12/1/2015			\$50,000.00	\$0.00	\$0.00	\$50,000.00
		Current Period			\$0.00	\$0.00	\$0.00	\$0.00
		Ending Balance			\$50,000.00	\$0.00	\$0.00	\$50,000.00
		Cost Center Totals As of 12/1/2015			\$3,000,000.00	\$11,665.75	\$25,653.61	\$2,962,680.64
		Current Period			\$0.00	(\$7,514.75)	\$16,809.06	(\$9,294.31)
		Ending Balance			\$3,000,000.00	\$4,151.00	\$42,462.67	\$2,953,386.33
		Budget Unit Totals As of 12/1/2015			\$3,000,000.00	\$11,665.75	\$25,653.61	\$2,962,680.64
		Current Period			\$0.00	(\$7,514.75)	\$16,809.06	(\$9,294.31)
		Ending Balance			\$3,000,000.00	\$4,151.00	\$42,462.67	\$2,953,386.33
		Fund Totals As of 12/1/2015			\$3,000,000.00	\$11,665.75	\$25,653.61	\$2,962,680.64
		Current Period			\$0.00	(\$7,514.75)	\$16,809.06	(\$9,294.31)
		Ending Balance			\$3,000,000.00	\$4,151.00	\$42,462.67	\$2,953,386.33
		Overall Totals As of 12/1/2015			\$3,000,000.00	\$11,665.75	\$25,653.61	\$2,962,680.64
		Current Period			\$0.00	(\$7,514.75)	\$16,809.06	(\$9,294.31)
		Ending Balance			\$3,000,000.00	\$4,151.00	\$42,462.67	\$2,953,386.33

**County of Lassen
Auditor Controller
General Ledger**

Account	Date	Program	Description	Document	Debit	Credit	Balance
01-00000	12/01/2015	*****	HONEY LAKE VALLEY RECREATION		\$0.00	\$0.00	\$2,769,404.68
01-00000	12/10/2015		WARRANTS	WA121015	\$0.00	\$14,530.06	\$2,754,874.62
01-00000	12/22/2015		WARRANTS	WA122215	\$0.00	\$2,279.00	\$2,752,595.62
Ending Balance:					\$0.00	\$16,809.06	\$2,752,595.62