

**NOTICE OF CALL OF SPECIAL MEETING
TO THE MEMBERS OF THE HONEY LAKE VALLEY RECREATION AUTHORITY:**

You are hereby notified that a SPECIAL MEETING of the HLVRA will be held in the Council Chambers of City Hall in the City of Susanville at 66 North Lassen Street, Susanville, California on **March 11, 2020 at 5:15 p.m.** to transact the following business:

Call Meeting to Order
Roll Call

1 **APPROVAL OF THE AGENDA:**

2 **APPROVAL OF MINUTES:** None.

3 **PUBLIC COMMENT CLOSED SESSION ITEMS (if any):** Any person may address the Board at this time upon any discussion during Closed Session.

4 **CLOSED SESSION:**

A PUBLIC EMPLOYMENT – pursuant to Government Code §54957(b)
1 Public Employment: Executive Officer

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

6 **MATTERS FOR BOARD CONSIDERATION:**

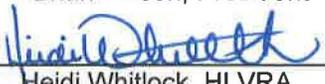
A Approve **Resolution No. 20-38**, Appointing Heidi Whitlock as the Executive Officer, effective March 12, 2020.

7 **ADJOURNMENT:**



Brian Wilson, President

ATTEST:



Heidi Whitlock, HLVRA

AFFIDAVIT OF MAILING NOTICE

I, the undersigned Secretary for the Honey Lake Valley Recreation Authority, do hereby certify that an original of the **NOTICE OF CALL OF SPECIAL MEETING, March 11, 2020 at 5:15 p.m.** was delivered to each and every person set forth on the list contained herein on the 9th day of March, 2020. A copy of said Notice is attached hereto.

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

Dated at Susanville, California this 9th day of March, 2020.



Heidi Whitlock, HLVRA

| | |
|---------------|---------|
| Brian Wilson | emailed |
| David Teeter | emailed |
| Brian Moore | emailed |
| Jeff Hemphill | emailed |
| Noelle Riggs | emailed |

Submitted by: Dan Newton, Executive Officer

Action Date: March 11, 2020

HLVRA AGENDA ITEM

PRESENTED BY: Dan Newton, Executive Officer

SUBJECT: Consider **Resolution No. 20-38**, appointment of Executive Officer.

SUMMARY: The Joint Powers Agreement between the County of Lassen and the City of Susanville establishing the Honey Lake Valley Recreation Authority, Section 7.3, states that an "Executive Officer shall be appointed by and may be removed for any reason by a majority vote of the Board". In addition, the Agreement for Administrative and Operational Services for the HLVRA, dated April 18, 2017 between the City and HLVRA, Section 5, Paragraph 2, states that the "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".

To ensure the stability as stated in the Agreement for Administrative Services, the City desires to have Heidi Whitlock take over the role as Executive Officer. In addition, pursuant to the Joint Powers Agreement, staff requests the appointment of Heidi Whitlock as the Executive Officer.

FISCAL IMPACT: Reimbursement to City for hours worked.

ACTION

REQUESTED: Motion to appoint Heidi Whitlock as Executive Officer for the HLVRA.

ATTACHMENTS: Resolution No. 20-38
Letter of Assignment
Joint Powers Agreement (and amendment)
Agreement for Administrative and Operational Services (and amendment)

RESOLUTION NUMBER 20-38
A RESOLUTION OF THE HONEY LAKE VALLEY RECREATION AUTHORITY
TO APPOINT HEIDI WHITLOCK AS THE EXECUTIVE OFFICER
AS PRESENTED BY THE CITY OF SUSANVILLE

WHEREAS, the Agreement between the City of Susanville (City) and the Honey Lake Valley Recreation Authority (HLVRA) for administrative and operational services stipulates that the City will provide the services of a City employee to serve as the Executive Officer for the HLVRA; and

WHEREAS, the Agreement between the City and County forming the HLVRA stipulates that the HLVRA governing board shall appoint its Executive Officer; and

WHEREAS, the HLVRA's current appointee as Executive Officer, Dan Newton, has resigned his position, effective March 12, 2020; and

WHEREAS, the City presents Heidi Whitlock as the new candidate to serve as the Executive Officer.

NOW, THEREFORE, BE IT RESOLVED, by the HONEY LAKE VALLEY RECREATION AUTHORITY that the Board approves the appointment of Heidi Whitlock to fill the role as the Executive Officer.

Approved: _____
Brian Wilson, President

The foregoing **Resolution Number 20-38** was approved and adopted at a special meeting of the Honey Lake Valley Recreation Authority held on the 11th day of March, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Heidi Whitlock, Secretary



City of Susanville

(530) 257-1000 • 66 North Lassen Street • Susanville, CA 96130-3904

March 6, 2020

Brian Wilson
Governing Board President
Honey Lake Valley Recreation Authority
66 N. Lassen St., Susanville, CA 96130

Dear Mr. Wilson,

The Agreement between the City of Susanville (City) and the Honey Lake Valley Recreation Authority (HLVRA) for administrative and operational services stipulates that the City will provide the services of a City employee to serve as the Executive Officer for the HLVRA. Additionally, the Agreement between the City and County forming the HLVRA stipulates that the HLVRA governing board shall appoint its Executive Officer.

The HLVRA's current appointee as Executive Officer, Dan Newton, has resigned his position, effective March 12, 2020. The City must present a new candidate to serve as the Executive Officer.

The City is proud to present Heidi Whitlock to serve as the HLVRA's next Executive Officer. Heidi holds a bachelor's degree in Business Management from the University of Phoenix and has eight years of management and government administration experience. Heidi has served as the Secretary for the HLVRA board since its beginning and has managed the HLVRA's finances, budgets, and administrative functions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Wilson", with a long horizontal flourish extending to the right.

Mike Wilson
City Administrator

Kevin Stafford
Mayor
Joseph Franco
Mayor pro tem

Councilmembers:
Brian Moore
Mendy Schuster
Brian Wilson

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 companies and public agencies to create, implement and operate the agency.

5.3 The Authority may adopt budgets, determine fees and dues of Members, 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 defend, hold harmless and indemnify the Members of the Authority.

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 (1) 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.

f. The public agency with whom the Authority contracts to provide services shall be the custodian of the official records of the Authority.

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 - \$200,000 per year for 15 years, ending on June 30, 2028.
- b. City of Susanville - \$200,000 per year for 15 years, ending on June 30, 2028.
- c. Annual contribution to the Authority shall be made by member agencies, subject to approval in each member's annual budget.
- d. If a member agency fails to make the annual payment, the Auditor shall be authorized to withhold the annual payment from the member's property tax allocation.
- e. 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 from among the senior management staff of the Member Agencies. The Treasurer shall either be the County Auditor/Controller, the Treasurer Tax Collector or the Chief Financial Officer of one of the Members. 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.

f. 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.

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

h. 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 Members 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 1 of 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: Nov 26 2013


County of Lassen County

Dated: Dec 5, 2013


City of Susanville

AMENDMENT TO
THE JOINT POWERS AGREEMENT
CREATING
THE HONEY LAKE VALLEY RECREATION AUTHORITY

1. This amendment (the "Amendment") is made on October 20, 2015, by the County of Lassen and the City of Susanville, parties to the agreement (the "Agreement") dated November 18, 2013.

2. The Agreement is amended as follows: (insertions are indicated with double underline, and deletions are noted with ~~strikethrough~~.)

a. Section 5.2 is amended to read as follows:

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

b. Section 5.3 is amended to read as follows:

The Authority may adopt budgets, ~~determine~~ operational 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.

c. Section 5.6 is amended to read as follows:

~~The Authority shall defend, hold harmless and indemnify the Members of the Authority. 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.~~

d. Section 8.1.f is amended to read as follows:

~~The public agency with whom the Authority contracts to provide services~~ Authority's Executive Officer shall be the custodian of the official records of the Authority.

e. Section 9.2.a is amended to read as follows:

~~\$200,000 per year for 15 years, ending on June 30, 2028.~~

County of Lassen:

| | |
|-----------------------------------|--------------------|
| <u>13/14 - 15/16 Fiscal Years</u> | <u>\$200,000</u> |
| <u>15/16 Fiscal Year</u> | <u>\$1,100,000</u> |
| <u>16/17 - 28/29 Fiscal Years</u> | <u>\$ 80,000</u> |

f. Section 9.2.b is amended to read as follows:

~~City of Susanville \$200,000 per year for 15 years, ending on June 30, 2029.~~

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 |

g. Section 9.2.d is hereby deleted:

~~If a member agency fails to make the annual payment, the Auditor shall be authorized to withhold the annual payment from the member's property tax allocation.~~

h. Section 9.3.a is amended to read as follows:

i. ~~The Board shall appoint a Treasurer from among the senior management staff of the Member Agencies. The Treasurer shall either be the County Auditor/Controller, the Treasurer Tax Collector or the Chief Financial Officer of one of the Members. This person shall also function as Controller of the Authority pursuant to Government Code Section 6505.~~

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, the terms of this amendment will prevail.

Dated: 10-20-15

Bob Pyle
Bob Pyle, County of Lassen

Dated: 10-20-15

Brian R. Wilson
Brian R. Wilson, City of Susanville

APPROVED TO FORM:

Maggie Stern
Maggie Stern, BLYRA Attorney

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

THIS AGREEMENT is entered into as of this 1st day of November 2017, by and between the CITY OF SUSANVILLE (hereinafter "CITY"), and the HONEY LAKE VALLEY RECREATION AUTHORITY (hereinafter "HLVRA"), a joint powers agency formed pursuant to the Joint Powers Exercise of Powers Act, Government Code Section §6500 et seq., by the City of Susanville and the County of Lassen.

RECITALS

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

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

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

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

TERMS

1. **TERM.** This Agreement shall become effective on the date it is approved by the respective agencies and shall continue until terminated by either party.
2. **MANAGEMENT, ADMINISTRATIVE AND OPERATIONAL SERVICES TO BE PROVIDED BY CITY.** CITY shall provide the following Management, Administrative and Operational Services to the HLVRA.
 - a) Overseeing all aspects of the project including: planning, financing, property acquisition, site preparation, design, permitting and construction.
 - b) Administer operational and governmental compliance Functions of the Authority
 - c) Administer and oversee Board correspondence and reports
 - d) Preparation of agendas and minute keeping
 - e) Contract management
 - f) Additional administrative duties as needed
 - g) Hiring pool facility staff, payroll, human resources, training and operations
3. **REIMBURSEMENT RATES.** In consideration of CITY's fulfillment of the promised services, HLVRA shall reimburse CITY for personnel and direct costs incurred by CITY in providing Management, Administrative and Operational Services to the HLVRA. The hourly rates are included in "Appendix A" and

will be updated annually and becomes effective upon Board approval. Requests for reimbursement request shall not exceed the HLVRA's budget appropriation for staff services.

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

5. **SERVICE STANDARDS.**

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

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

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

6. **INDEPENDENT AGENCY.**

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

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

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

D. CITY shall not be liable for any worker's compensation, unemployment insurance, or disability claims, made by persons employed directly by HLVRA. CITY shall tender such claims to HLVRA promptly upon receipt. In the event any pool employees are employed by the CITY, and assigned to HLVRA

by this Agreement, HLVRA shall reimburse the City for unemployment insurance claims, if any, made by those operational employees and resulting from the pool season, and shall reimburse CITY within thirty (30) days of receipt of CITY's demand for such reimbursement.

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

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

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

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

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

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

9. **INDEMNIFICATION.**

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

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

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

HLVRA

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

CITY

City of Susanville
66 North Lassen Street
Susanville, CA 96130

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

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

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

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

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

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

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

"HLVRA"
Honey Lake Valley Recreation Authority

By Brian R. Wil

APPROVED AS TO FORM:
HLVRA Legal Counsel

APPROVED AS TO FORM:
Susanville City Attorney

By Jessica Ryan
Jessica Ryan

"CITY"
City of Susanville

By Kathie Garnier
Kathie Garnier, Mayor

Appendix A

Management & Administrative Positions

Actual Rate (weighted cost)

| | |
|----------------------|------------------|
| City Administrator | \$93.39 per hour |
| Assistant to the CA | \$56.19 per hour |
| Project Manager | \$46.86 per hour |
| City Engineer | \$73.21 per hour |
| City Planner | \$59.82 per hour |
| Parks Superintendent | \$40.95 per hour |

Operational Positions

| | Actual Rate (weight cost) | Newly Created Position Wage (regular rate) |
|--------------------------|------------------------------|---|
| Pool Director/Manager | \$ 27.48 per hour | \$18.42 /hr (range 930) |
| Assistant Pool Manager | \$ 21.13 per hour | \$17.10 /hr (range 927) |
| Head Swim Instructor | \$ 19.14 per hour | \$15.49 /hr (range 923) |
| Swim Instructor II | \$ 16.51 per hour | \$13.36 /hr (range 917) |
| Swim Instructor I | \$ 15.33 per hour | \$12.41 /hr (range 914) |
| Swim Instructor | \$ 14.23 per hour | \$11.52 /hr (range 911) |
| Head Lifeguard | \$ 18.68 per hour | \$15.12 /hr (range 922) |
| Life Guard II | \$ 16.10 per hour | \$13.03 /hr (range 916) |
| Life Guard I | \$ 14.95 per hour | \$12.10 /hr (range 913) |
| Life Guard | \$ 13.55 per hour | \$10.97 /hr (range 909) |
| Maintenance Worker Parks | \$ 12.97 per hour | |

Overtime Rates (Daily/Weekly Overtime Premium)

| | |
|------------------------|-------------------|
| Pool Director/Manager | \$ 27.63 per hour |
| Assistant Pool Manager | \$ 25.65 per hour |
| Head Swim Instructor | \$ 23.24 per hour |
| Swim Instructor II | \$ 20.04 per hour |
| Swim Instructor I | \$ 18.62 per hour |
| Swim Instructor | \$ 17.28 per hour |
| Head Lifeguard | \$ 22.68 per hour |
| Life Guard II | \$ 19.55 per hour |
| Life Guard I | \$ 18.15 per hour |
| Life Guard | \$ 16.46 per hour |

RESOLUTION NUMBER 18-24

A RESOLUTION OF THE HONEY LAKE VALLEY RECREATION AUTHORITY APPROVING AMENDMENT NO. 2 TO AGREEMENT WITH CITY OF SUSANVILLE FOR ADMINISTRATIVE AND OPERATIONAL SERVICES FOR THE HONEY LAKE VALLEY RECREATION AUTHORITY

WHEREAS, the City of Susanville ("City") and Honey Lake Valley Recreation Authority ("HLVRA") entered into an Agreement for Administrative and Operational Services for the Honey Lake Valley Recreation Authority ("Agreement") on November 1, 2017; and

WHEREAS, the Agreement states that the HLVRA shall reimburse the City for personnel and direct costs incurred by the City in providing said services at the hourly rates included in Appendix "A" to the Agreement; and

WHEREAS, the parties desire to update Appendix "A" to the Agreement, as some positions and hourly rates have changed as reflected in Appendix A.

NOW, THEREFORE, BE IT RESOLVED, that Amendment No. 2 to the Agreement is approved and the President of the Honey Lake Valley Recreation Authority is hereby authorized to sign Amendment No. 2 to the Agreement on behalf of HLVRA.

Approved:


Brian R. Wilson, President

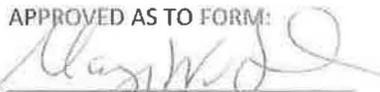
The foregoing **Resolution Number 18-24** was approved and adopted at a special meeting of the Honey Lake Valley Recreation Authority held on the 20th day of February, 2018 by the following vote:

AYES: Hemphill, Garnier and Teeter
NOES: None
ABSENT: Wilson and Meserve
ABSTAIN: None

Attest:


Heidi Whitlock, Secretary for HLVRA

APPROVED AS TO FORM:


Maggie Stern, HLVRA Legal Counsel

**AMENDMENT NO. 2 TO AGREEMENT WITH CITY OF SUSANVILLE FOR
ADMINISTRATIVE AND OPERATIONAL SERVICES
FOR THE HONEY LAKE VALLEY RECREATION AUTHORITY**

This Amendment No. 2 to the Agreement for Administrative and Operational Services for the Honey Lake Valley Recreation Authority, dated November 1, 2017 ("Agreement"), between the Honey Lake Valley Recreation Authority ("HLVRA") and the City of Susanville ("City") is made and entered into this 21st day of February, 2018.

RECITALS

WHEREAS, under the Agreement, the City provides HLVRA with administrative, managerial and operational services; and

WHEREAS, the Agreement states that the HLVRA shall reimburse the City for personnel and direct costs incurred by the City in providing said services at the hourly rates as included in Appendix "A" to the Agreement; and

WHEREAS, the parties desire to update Appendix A, as the Program Instructor position was added, the Lifeguard and Swim Instructor positions were combined, and the Swim Instructor I and II and Lifeguard I and II positions were deleted; and

WHEREAS, the Assistant Pool Director/Manager hourly rate has been increased by the City as requested by the HLVRA as well as the Lifeguard/Swim Instructor hourly rate.

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

1. Amendment to Appendix A

Both parties hereby agree that, Appendix A of the Agreement shall be replaced with the revised version which is attached hereto as Attachment 1.

2. Remaining Terms Unaffected

Except as expressly provided herein, nothing in this Amendment No. 2 shall be deemed to waive or modify any of the other provisions of the Agreement or prior amendments. In the event of any conflict between this Amendment No. 2 and the Contract, or any previous amendments, the terms of this Amendment No. 2 shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

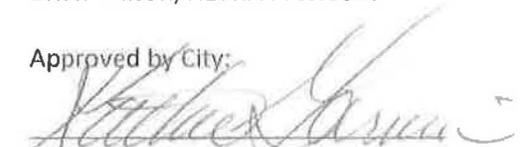
IN WITNESS WHEREOF the parties hereto have executed this Agreement as the date herein set forth.

Approved by HLVRA:


Brian Wilson, HLVRA President

Date: 3/12/18

Approved by City:


Kathie Garnier, Mayor

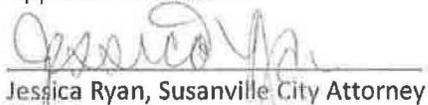
Date: 2/22/18

Approved as to Form:

Maggie Stern, HLVRA Legal Counsel

Date: _____

Approved as to Form:


Jessica Ryan, Susanville City Attorney

Date: 02/22/18

IN WITNESS WHEREOF the parties hereto have executed this Agreement as the date herein set forth.

Approved by HLVRA:

Brian Wilson, HLVRA President

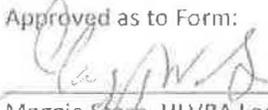
Date: _____

Approved by City:

Kathie Garnier, Mayor

Date: _____

Approved as to Form:



Maggie Stern, HLVRA Legal Counsel

Date: 2/28/15

Approved as to Form:

Jessica Ryan, Susanville City Attorney

Date: _____

Appendix AManagement & Administrative Positions

Actual Cost (weighted cost):

| | |
|----------------------|------------------|
| City Administrator | \$86.36 per hour |
| Assistant to the CA | \$59.58 per hour |
| Project Manager | \$47.74 per hour |
| City Engineer | \$74.31 per hour |
| City Planner | \$60.63 per hour |
| Parks Superintendent | \$42.27 per hour |

Operational Positions

Actual Cost w/in Range Indicated: (weighted cost) Actual Wage w/in Range Indicated: (regular rate)

| | | |
|----------------------------|-----------------------|--------------------------------|
| Pool Director/Manager | \$ 31.03-\$34.61/hour | \$22.44-\$25.39/hr (range 938) |
| Assistant Pool Manager | \$ 25.33-\$28.66/hour | \$20.84-\$23.58/hr (range 935) |
| Head Swim Instructor | \$ 18.83-\$21.31/hour | \$15.49-\$17.53/hr (range 923) |
| Head Program Instructor | \$ 18.38-\$20.79/hour | \$15.12-\$17.10/hr (range 922) |
| Head Lifeguard | \$ 18.38-\$20.79/hour | \$15.12-\$17.10/hr (range 922) |
| Life Guard/Swim Instructor | \$ 14.00-\$15.84/hour | \$11.52-\$13.03/hr (range 911) |
| Maintenance Worker Parks | \$ 13.66 per hour | |

Overtime Rates (Daily/Weekly Overtime Premium)

| | |
|---------------------------|---------------------------|
| Pool Director/Manager | \$ 34.39-\$38.91 per hour |
| Assistant Pool Manager | \$ 31.93-\$36.13 per hour |
| Head Swim Instructor | \$ 23.74-\$26.86 per hour |
| Head Program Instructor | \$ 23.17-\$26.30 per hour |
| Head Lifeguard | \$ 23.17-\$26.30 per hour |
| Lifeguard/Swim Instructor | \$ 17.22-\$19.97 per hour |