



PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

AGENDA

**SPECIAL MEETING
PARADISE IRRIGATION DISTRICT
BOARD OF DIRECTORS
6332 CLARK ROAD, PARADISE, CA 95969**

MONDAY, OCTOBER 8, 2018 – 4:00 PM

- ❖ *The Board of Directors is committed to making its meetings accessible to all citizens. Any persons requiring a special accommodation to participate, is requested to contact the District Secretary at 530-877-4971, extension 2039 at least 48 hours in advance of the meeting.*
- ❖ *The Board of Directors or its President pursuant to Government Code section 54954.3 reserves the right to impose reasonable regulations governing public participation on agenda and non-agenda items, including limiting the total amount of time allocated to public testimony on particular issues and for each individual speaker.*

1. OPENING:

- a. Call to Order
- b. Public & Board Members; please silence your cell phones
- b. Roll Call

2. PUBLIC PARTICIPATION:

Individuals will be given an opportunity to address the Board regarding matters not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 5 minutes per speaker. Opportunity for public comment on agenda items will be provided at the time they are discussed by the Board with comments limited to 5 minutes per agenda item.

3. Water Service Facilities Agreement - Children's Community Charter School Expansion located at 6830 Pentz Road, Paradise, APN 050-220-126. The following is requested:

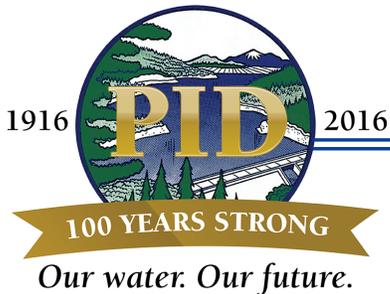
"Approve the Water Service Facilities Agreement with Children's Community Charter School, and authorize the District Manager to execute the agreement on behalf of the District."

4. CLOSED SESSION:

- a. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Employee organizations: General Unit represented by I.B.E.W., Local 1245
PID designated representative: Emily LaMoe

5. CLOSED SESSION ANNOUNCEMENT

6. ADJOURNMENT



PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."

Please consider how this agenda item relates to our mission.

TO: Board of Directors

FROM: Neil Essila, Assistant Engineer

DATE: October 5, 2018

RE: Water Service Facilities Agreement - Children's Community Charter School

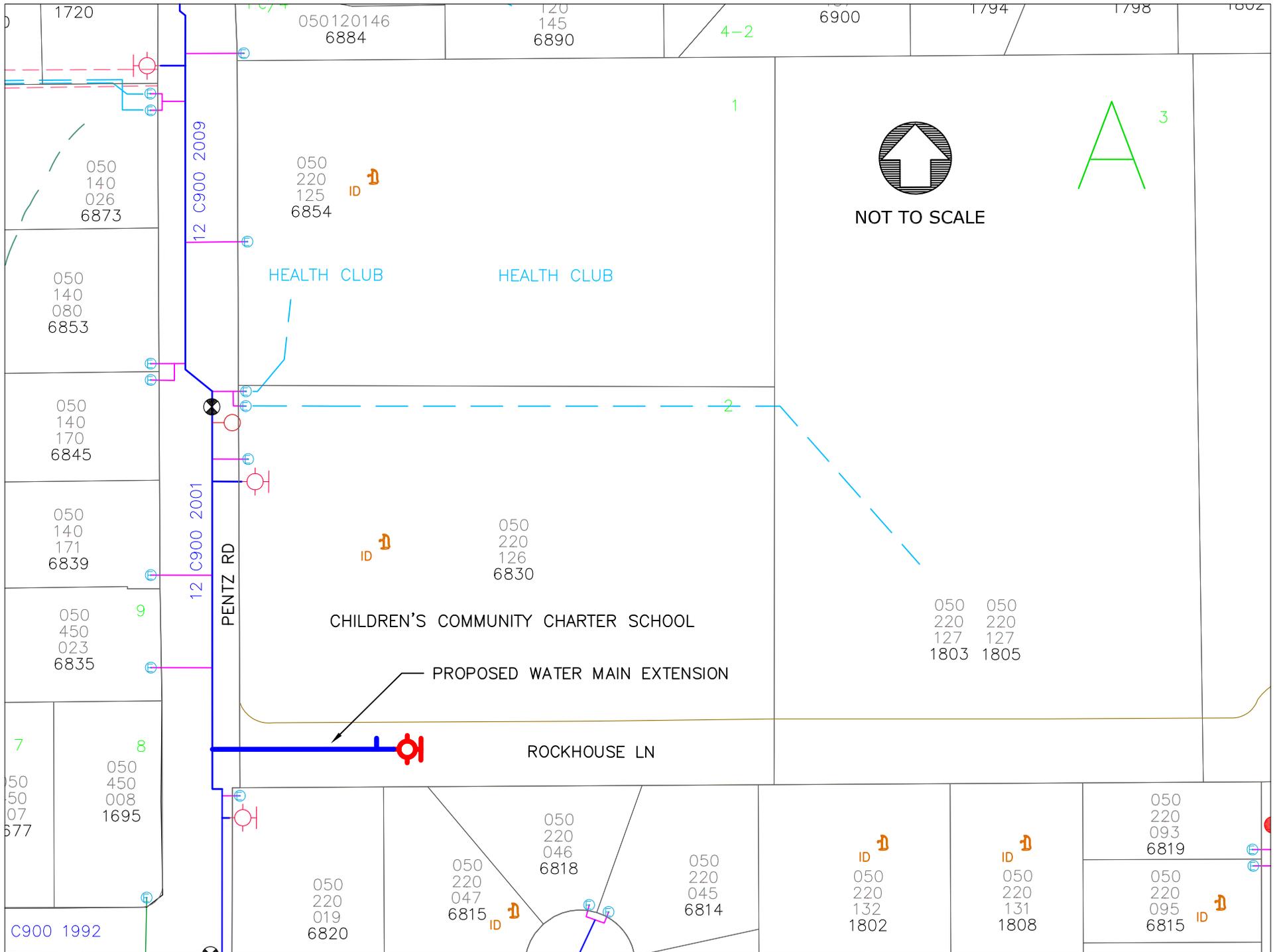
Children's Community Charter School (CCCS) is preparing to construct an expansion of the existing charter school located at 6830 Pentz Road, APN 050-220-126. The expansion will add some additional classroom space and restroom facilities. Under the project conditions of approval administered by the Town of Paradise, CCCS is required to install an additional on site fire hydrant.

The project to be built under the provisions of the Water Service Facilities Agreement (WSFA) will include a water main extension, a public fire hydrant and a stub for a future fire suppression sprinkler system. There will be no additional or expanded domestic water service.

The WSFA specifies the conditions under which the project will be designed, built, and conveyed to the District. All costs associated with the project are the responsibility of CCCS. The WSFA has been reviewed by PID legal counsel.

The following is requested:

"Approve the Water Service Facilities Agreement with Children's Community Charter School, and authorize the District Manager to execute the agreement for the District."



**Recording Requested By And When
Recorded Mail To:**

PARADISE IRRIGATION DISTRICT
6332 Clark Road
Paradise, CA 95969-4146

Space above this line for Recorder's Use

This recording is for the public benefit pursuant to California Government Code §6103
PARADISE IRRIGATION DISTRICT

Documentary Transfer Tax: None

APN 050-220-126

WATER SERVICE FACILITIES AGREEMENT

THIS AGREEMENT is executed this 5th day of October, 2018, by and between PARADISE IRRIGATION DISTRICT, a public agency, hereinafter called DISTRICT; and CHILDREN'S COMMUNITY CHARTER SCHOOL, a California nonprofit Public Benefit Corporation, owner of real property located at 6830 Pentz Road, Paradise, APN 050-220-126, hereinafter called OWNER.

RECITALS

This Agreement is made with reference to the following facts:

1. OWNER desires to construct an expansion of the existing charter school on that certain property in the Town of Paradise, County of Butte, State of California, located at 6830 Pentz Road, Paradise, APN 050-220-126, 4.13 acres, hereinafter called Project.
2. Project will require additional water service facilities including without limitation a water main extension, fire hydrant and a connection for a future fire suppression sprinkler system.
3. In order to serve the Project, certain improvements will be needed to the District's existing distribution system, hereinafter called Improvement System.
4. OWNER is willing to design, engineer and install the Improvement System and the water components of the Project, at OWNER's expense, including off-site improvements.

5. DISTRICT is willing, upon satisfactory construction and dedication of the new facilities, to operate and maintain the Improvement System, and provide services to the Property comparable to services furnished by DISTRICT to other improvement systems that DISTRICT operates and maintains.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, it is hereby mutually agreed by and between OWNER and DISTRICT that:

1. The recitals contained herein are true and correct and are an integral part of this Agreement.

2. OWNER will: prepare and submit to DISTRICT for review all engineering calculations, plans, specifications, cost estimates, legal property descriptions, public utility easements; pay all fees; deliver all bonds; construct and pay for all facilities; and do all other work as required by the DISTRICT's Improvement Standards (attached and incorporated herein) to provide a complete and satisfactorily operational Improvement System for the Project. Improvement System shall be designed and constructed in compliance with the District's Improvement Standards and Standard Specifications, together with any and all amendments, revisions and updates thereto, and all other requirements of each and every governmental authority having any jurisdiction whatsoever in connection with the Project.

OWNER shall submit a construction schedule at least five days prior to the start of construction to assist DISTRICT in allocating staff and inspection resources.

3. COMPLIANCE WITH DISTRICT STANDARDS. OWNER agrees to comply with the DISTRICT's Improvement Standards and Standard Specifications as currently drafted and as the same may be amended from time to time by the District. If OWNER believes compliance with this Agreement and the Improvement Standards and Standard Specifications are impossible, impracticable or uncertain given actual or perceived conflicts in the terms of those documents, OWNER will promptly notify DISTRICT of OWNER's concern. Upon notification, DISTRICT will promptly respond with its written interpretation and OWNER agrees to comply with such written interpretation.

4. CONVEYANCE TO DISTRICT. Upon satisfactory completion of the Improvement System, OWNER shall file a "Notice of Completion" with the County Recorder and shall offer to grant, transfer and assign, without additional consideration, all of the Improvement System to DISTRICT free and clear of any and all encumbrances. OWNER shall guarantee and warrant Improvement System to be free of defects in materials and workmanship for a period of two years from the date of acceptance by DISTRICT. OWNER shall provide to the DISTRICT the cost breakdown and total construction cost to OWNER of the water system being transferred to the DISTRICT at the time of conveyance. If OWNER fully and satisfactorily complies with this Agreement and offers a satisfactorily operating and constructed Improvement System, DISTRICT agrees to accept the Improvement System and facilities so offered, and to operate and maintain the Improvement System and to provide service to the Project served by the

Improvement System on the same terms and conditions as other, similarly situated, properties within the DISTRICT, including any limitations on water availability.

5. OPERATION AND MAINTENANCE. DISTRICT operates, maintains and provides water service facilities to portions of the Town of Paradise. When Improvement System has been completed and transferred to DISTRICT for operation and maintenance, Improvement System shall be governed, operated, and maintained in all respects like any other improvement within the DISTRICT as provided by the applicable laws of the State of California and DISTRICT rules, regulations, and policies.

6. INDEMNIFICATION.

- a. OWNER shall defend, indemnify, and hold DISTRICT and DISTRICT's agents, officers and employees harmless from any and all claims, lawsuits, acts, costs (including reasonable attorneys' fees and expert witness fees), demands, or omissions arising out of or related to this Agreement, OWNER's performance or nonperformance of the terms and conditions of this Agreement and OWNER's or OWNER's agents' construction of the Improvement System or the Property.
- b. The OWNER is not acting as a contractor, agent, official, or representative of DISTRICT in constructing or providing such water system improvements, or in causing such improvements to be installed. This Agreement provides for the transfer and assumption of responsibility for such water system improvements to be installed upon completion and upon performance of all terms of this Agreement to be performed by OWNER. The approval of the plans and specifications as presented by OWNER shall not be deemed as a warranty or guarantee by DISTRICT of proper design or proper specifications of materials or construction and does not guarantee eventual acceptance of the improvements by DISTRICT. DISTRICT specifically relies upon the design and specifications as prepared or caused to be prepared by OWNER as being in keeping with the requirements of DISTRICT, as being in accordance with the conditions of the geography, and as having specific materials and equipment of the highest practicable quality and character.
- c. OWNER agrees that DISTRICT is not by inspection of the construction or installation of the improvements representing OWNER or providing a substitute for inspection and control of work by OWNER. OWNER agrees that any inspections and observations of the work by DISTRICT are for the sole purposes of providing notice of the stage and character of the work. OWNER agrees that the failure of the DISTRICT to note variances from the plans and specifications for the project does not excuse or exempt OWNER from complying with all terms of these plans and specifications.

7. ASSIGNMENT. The rights and obligations under this Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the parties hereto, but OWNER shall not assign its interest or any part thereof without the prior written consent of DISTRICT, which consent may be withheld for any reason. Any such assignment by OWNER shall not act as a novation relieving OWNER of obligations under this

Agreement. Each individual OWNER and all possible future assignees of this Agreement shall be jointly and severally responsible for implementing the terms of this Agreement.

8. DISTRICT COSTS. In accordance with the Improvement Standards, OWNER will pay all costs directly related and incidental to DISTRICT's review of calculations, plans, specifications, cost estimates, property descriptions, right-of-ways and permits for the complete Improvement System and will pay all costs associated with the construction, inspection, permits, licenses, bonds, administration, and plan check fees.

Prior to commencing construction OWNER shall deposit inspection fees with DISTRICT in accordance with the DISTRICT's Improvement Standards. It is estimated that this deposit will cover the actual cost of inspections. Should additional costs be incurred, OWNER also agrees to pay within thirty (30) days after receipt of billing all DISTRICT costs associated with the Improvement System. DISTRICT may contract with an engineering firm to provide inspection, testing or other services and charge the direct billings plus ten percent (10%) for DISTRICT's overhead. DISTRICT's personnel will be charged out at the rate of direct time (based on salary) x 1.5 plus expenses such as mileage, soil testing, etc.

In the event OWNER fails to pay DISTRICT costs associated with the Improvement System in a timely manner, inspection of the work will be stopped. DISTRICT will not accept work that has not been inspected and will not initiate water deliveries until inspection is completed and facilities are accepted by DISTRICT. Any facilities installed without being inspected will automatically be rejected and will be required to be re-installed in the presence of the inspector.

9. PREVAILING WAGE. OWNER's attention is directed to and OWNER shall comply with sections 1720 et seq. of the California Labor Code. DISTRICT believes work on the Improvement System is a public work subject to the requirement to pay prevailing wages. If OWNER disagrees with DISTRICT and authorizes work on the Improvement System without payment of prevailing wages, OWNER agrees to defend, indemnify, and hold DISTRICT harmless from and against any prevailing wage claims, or related actions, in accordance with the broader indemnity provision set forth in Section 6, above. The prevailing rates of per diem wages are on file at the DISTRICT's office and are available upon request. OWNER on behalf of itself and on behalf of its contractors, subcontractors, and agents agrees to comply with all applicable federal and state laws, regulations, ordinances, now or hereafter in effect including, without limitation, Labor Code sections 1720-1861 and California Code of Regulations, title 8, sections 16000-16414. Neither OWNER nor any contractor or subcontractor may perform work on the Improvement System unless registered with the Department of Industrial Relations per Labor Code section 1725.5; this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

10. WATER FEES. Service capacity, meter installation, expansion, and any other applicable rates and fees, are due and payable at the time service is requested. OWNER is advised to confirm these fees and charges with DISTRICT's Customer Service Department.

DISTRICT reserves the right from time to time to establish new fees or modify existing fees. Applications for service connections shall not be made until after acceptance of the Improvement System by DISTRICT's Board of Directors.

11. DROUGHT; LOW-FLOW FIXTURES. OWNER acknowledges that it will comply with the District's water conservation program, including possible future amendments, and agrees to conscientiously and conservatively utilize District water supplies while designing and constructing the Improvement System and Project. OWNER agrees to install or have installed low-flow fixtures as required by the State of California standards taking effect on January 1, 2016 including, but not limited to, maximum flow rates of 2.0 gpm for showerheads, 1.2 gpm for lavatory faucets, 0.5 gpm for public lavatory faucets, 1.8 gpm for kitchen faucets, and maximum gallons per flush of 1.28 gpf for all water closets and 0.125 gpf for wall mounted urinals.

12. TERM OF AGREEMENT. At the DISTRICT's discretion, this Agreement may terminate twenty-four (24) months from the date of execution if construction of the Improvement System has not been completed, unless DISTRICT's Board of Directors has previously granted an extension of time. If the OWNER has not completed the work within twenty-four months of the date of this agreement, DISTRICT has the right to call the security for faithful performance and complete the work, in accordance with the Improvement Standards. This Agreement shall become null and void upon acceptance of the Improvement System by the DISTRICT, excepting those provisions relating to indemnification and warranty and the continuing activities of providing and receiving services through the completed improvements. This agreement can be terminated at any time by mutual agreement of OWNER and DISTRICT.

13. ENTIRE AGREEMENT. This instrument, including attachments, contains the entire Agreement of the parties. It may not be changed orally. It may be changed in writing signed by the party(ies) against whom enforcement of any waiver, changes, modification, extension or discharge is sought. The parties shall promptly do all acts and execute and deliver all instruments required or convenient to carry out the purpose and intent thereof.

This agreement applies to the facilities as submitted for plan review. Any future additions, extensions or modifications to the original system must be covered by a separate agreement.

14. SIGNATURE AUTHORITY. Each person signing on behalf of a corporation, trust, partnership or other business entity represents and warrants that they have authority to sign on behalf of such entity and to bind that entity to the terms and conditions contained herein.

15. NOTICES. All notices and demands or other communications under this Agreement shall be in writing and shall be given by one party to the other at the following addresses for each:

OWNER
CHILDREN'S COMMUNITY CHARTER SCHOOL
6830 Pentz Road
Paradise, CA 95969

DISTRICT
PARADISE IRRIGATION DISTRICT
6332 Clark Road
Paradise, CA 95969-4146

Any such notice or other communication shall be deemed delivered on the day on which it is mailed by certified mail or, in the case of any such notice or other communications not mailed by certified mail, on the date of actual delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Recommended for approval by GENERAL MANAGER on _____, 2018.

DISTRICT

PARADISE IRRIGATION DISTRICT

By _____
Ed Fortner, District Manager

ATTEST:

Secretary

OWNER

CHILDREN'S COMMUNITY CHARTER
SCHOOL

By Stephen P. Hitchko
Stephen P. Hitchko, Principal
Print or Type Name and Title

By _____

Print or Type Name and Title

SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Butte)

On October 5, 2018 before me, Georgeanna Borrayo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stephen P. Hitchko
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Georgeanna Borrayo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document APN 050-220-126

Title or Type of Document: Water Service Facilities Ag Document Date: Oct. 5, 2018

Number of Pages: 6 Signer(s) Other Than Named Above: Ed Fortner

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephen Hitchco, Principal

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator

Other: Principal

Signer Is Representing: Children's Community Charter School

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____