



# PARADISE IRRIGATION DISTRICT

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

## AGENDA

### REGULAR MEETING PARADISE IRRIGATION DISTRICT BOARD OF DIRECTORS

**MEETING LOCATION:**  
**DURHAM MEMORIAL HALL**  
**9319 Midway, Durham, CA 95938**

**WEDNESDAY, DECEMBER 19, 2018 – 6:30 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
  - c. Invocation and Pledge of Allegiance
  - d. Roll Call
- 2. **APPROVAL OF CONSENT CALENDAR:** *Action may be taken.*
  - a. Approval of Meeting Agenda Order
  - b. Approval of Minutes: Special Meeting of December 5, 2018
- 3. **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.
- 4. **ELECTION AND APPOINTMENT OF OFFICERS FOR 2019.** *Action may be taken.*
  - a. Election:
    - 1. President
    - 2. Vice President
  - b. Appointment:
    - 1. Treasurer
    - 2. Secretary
- 5. **STAFF REPORTS:** Verbal and written Staff Report updates and acceptance of Treatment Staff Report for November, 2018. *Action may be taken.*
- 6. **FACILITIES STATUS REPORT UPDATE:** A verbal report regarding the status of facilities. (Kevin Phillips). *Information item only.*

- 7. TREASURER'S REPORT** A verbal Treasurer's Report for the period ending November 30, 2018. *Action may be taken.*
- 8. LEGAL REPORT:** A verbal update from Legal Counsel. *Information item only.*
- 9. NEW BUSINESS:**
- a. Director Vacancy, Division 1: Review and discussion with regard to providing direction for filling the vacant seat on the Board of Directors of the Paradise Irrigation District. *Action may be taken.*
  - b. Sealed Meter Charge (Kevin Phillips): Review of options and Board direction to staff regarding potential amendments to PID Policy & Procedures Chapter 7.7 – Sealed Meter Charge. *Action may be taken.*
  - c. Emergency Disaster Recovery Advisory Services, Addendum 1 (Manager Phillips): Approve Contract Addendum No. 1 with Harris & Associates, Inc. in the amount of \$24,000 for a revised contract total of \$44,000. *Action may be taken.*
- 10. COMMITTEE REPORTS:** *Information items only.*
- a. Board oral report(s) regarding their representation on Commissions/Committees/Conferences:
    - 1. Administration & Personnel Committee (Directors Anne Rice and Bob Prevot)
    - 2. Community Relations Committee (Directors Rice and Sulik – Chairperson)
    - 3. Butte County Special Districts Association (Director Sulik)
- 11. DIRECTORS' COMMENTS:** *Information Item Only.*
- 12. CLOSED SESSION:**
- a. PUBLIC EMPLOYMENT: [District Manager] Pursuant to Government Code section 54957.
- 13. CLOSED SESSION ANNOUNCEMENT**
- 14. ADJOURNMENT**

CONSENT CALENDAR  
REGULAR MEETING  
PARADISE IRRIGATION DISTRICT  
BOARD OF DIRECTORS

DECEMBER 19, 2018

- A. APPROVAL OF MEETING AGENDA ORDER
- B. APPROVAL OF MINUTES: Special Meeting of December 5, 2018

MINUTES

SPECIAL MEETING  
BOARD OF DIRECTORS  
PARADISE IRRIGATION DISTRICT  
DECEMBER 5, 2018

The special meeting of the Board of Directors of the Paradise Irrigation District was called to order at 6:30 p.m. by President Dan Wentland, followed by an Invocation and the Pledge of Allegiance to the Flag of the United States of America.

OPENING

BOARD MEMBERS PRESENT: Directors Marc Sulik, Vice-President Anne Rice, Bob Prevot, Bill Kellogg, and President Dan Wentland

ROLL CALL

BOARD MEMBERS ABSENT: None

STAFF PRESENT: District Manager Ed Fortner, Assistant District Manager/Treasurer Kevin Phillips, Secretary Georgeanna Borrayo, and IT Manager Mickey Rich

ALSO PRESENT: PID Legal Counsel Emily LaMoe and members of the public

Board members reviewed consent calendar items as follows:

APPROVAL OF  
CONSENT  
CALENDAR  
(Item 2.a. – 2.b.)

2.a. Approval of Meeting Agenda Order

2.b. Approval of Minutes: Special Meeting of November 19, 2018

Director Rice noted a correction to page two of the November 19, 2018 Minutes in relation to item number 7 under the District Manager's Report. The revenue replacement figure is shown as \$10 million and should be \$100 million. It was moved by Director Rice and seconded by President Wentland to approve the Consent Calendar as amended with correction to Minutes as noted.

AYES: Directors Sulik, Rice, Prevot, Kellogg, and Wentland

NOES: None

ABSENT: None

**Motion passes 5-0**

Ward Habriel commented on the following: 1) Many of the meetings since Nov. 8 (date of Camp Fire) have included criticism, and 2) Receiving feedback from residents who did not heed information communicated through the PID Watertalk Newsletter and message sign to turn sprinklers off during a wildfire, so firefighters have enough water to battle the fire.

PUBLIC  
PARTICIPATION  
(Item 3)

Jim Ladrini presented the following comments: 1) He came to the meeting this evening with the full intent to expose an individual regarding their dishonesty; adding he does not feel the community is being served the way they deserve; 2) It was unclear from PID's website, where this meeting was going to be held; 3) Members of the community want to rebuild quickly and the community needs information about water service connections and fire systems.

CONTINUED –  
PUBLIC  
PARTICIPATION

Sam Kanokie stated PID did not have a representative at the Disaster Recovery Center during his recent visit to the center. This would be a good location to have information about PID meetings and answers to questions relating to water service.

Stephanie Neumann commented on volunteering at the Disaster Recovery Center on behalf of the Town Planning Commission and noted the table for PID volunteers is often not manned. The community is looking for information and answers regarding the status to restore services in Paradise. Additional clarification regarding sealed meter status would be beneficial, as well as explaining costs associated with installing a new meter.

Mrs. Cornwell commented about PID employees impacted by the Camp Fire and doing more for the employees. Other agencies are taking care of their employees and urged PID to do the same.

UNFINISHED  
BUSINESS:  
APPROVAL OF  
OCTOBER 2018  
CHECKS  
(Item 4.a. Continued  
from Nov. 19, 2018  
Special Meeting)

Board members reviewed an expense report for the month of October. It was moved by Director Rice and seconded by President Wentland to approve General Fund Check Numbers 52467 through 52579 for the month of October 2018 totaling \$595,877.33, exclusive of voided check number 52503, and authorization of a similar amount allowing or adjusting for extraordinary budget or Board approved items during the month of November.

AYES: Directors Sulik, Rice, Prevot, and Wentland

NOES: Director Kellogg

ABSENT: None

**Motion Passes 4-1**

APPROVAL OF  
CHECKS FOR THE  
MONTH OF  
NOVEMBER, 2018  
(Item 5.a.)

It was moved by President Wentland and seconded by Director Sulik to approve General Fund Check Numbers 52585 through 52617 for the month of November 2018 totaling \$170,334.86, exclusive of voided check numbers 52580 through 52584 and voided check 52618, and authorization of a similar amount allowing or adjusting for extraordinary budget or Board approved items during the month of December.

AYES: Directors Sulik, Rice, Prevot, and Wentland

NOES: Director Kellogg

ABSENT: None

**Motion Passes 4-1**

DIRECTOR  
WENTLAND  
ANNOUNCES  
RESIGNATION

President Wentland announced that during a recent trip to visit relatives in Tennessee following the Camp Fire, he and his wife purchased a home and he will be submitting his resignation. He indicated It was an extremely difficult decision as he loves Paradise and will miss serving the community.

NEW BUSINESS:

FACILITIES STATUS  
REPORT UPDATE  
(Item 6.a.)

Managers Fortner and Phillips reported crews have re-pressurized mains down Skyway to the Feather River Health Clinic, Pentz Road to the Magalia Intertie, and across Bille Road. The next task will be to restore water to the District's A zone. Currently, an active boil water notice is in effect for all PID customers. Additionally, the District has been focusing efforts to secure funding resources through Cal OES and FEMA, as well as state and federal legislators. PID has a great staff that can rebuild the district together, but it is going to take time. Cal Water has been instrumental in helping to locate services and coordinating crews to re-pressurize the system. Assistant Manager Phillips further added a concerted effort will be made to arrange for someone to assist with communicating information to customers.

Additional resource suggestions include the Army Corp of Engineers and the Rural Community Assistance Coalition.  
No Board action taken; information item only.

Manager Fortner reported the District completed a California Office of Emergency Services (Cal OES) Project Application for the California Disaster Assistance Act Program. The authorizing resolution designates the authorized representatives who have the authority to execute for and on behalf of PID.

CAL OES  
AUTHORIZING  
RESOLUTION NO.  
2018-14 ADOPTED  
(Item 6.b.)

It was moved by Director Kellogg and seconded by Director Prevot to adopt Authorizing Resolution No. 2018-14 designating the authorized representatives to execute for and file Cal OES project application and to provide to the Governor's Office of Emergency Services for all matters pertaining to disaster assistance on behalf of the Paradise Irrigation District. Directors' votes were polled as follows by roll call:

AYES: Directors Sulik, Rice, Prevot, Kellogg, and Wentland

NOES: None

ABSENT: None

**Motion Passes 5-0**

Staff apologized for the recent billing error and the confusion it has caused customers. Following the November 8 Camp Fire, staff worked to get the accounting system up to date. The error occurred as a result of combining the billing from October with a special pro-rated bill. The billing dates were indicated as November 1 to November 7. The correct period is October 1 to November 7. Staff has been responding to customer calls and will be distributing a corrected bill.

CUSTOMER BILLING  
UPDATE (Item 6.c.)

In reference to inquiries about the sealed rate versus disconnecting from service "readiness to serve," staff talked to other agencies that experienced similar disasters. Under PID Policy and Procedures, all meters are classified as "active" unless sealed upon request of the landowner (standby status), or by reason of conversion to the "discontinued service" category (permanent disconnect). When ready to reinstall a meter, the customer will not be charged for a new meter. Customers will be responsible to pay the actual cost to reconnect, including labor and materials.

Following input and discussion regarding the sealed rate, this topic will be scheduled on the agenda for the regular meeting of December 19 for Board review and direction regarding the sealed meter policy. PID will postpone billing until after the December meeting.

Board members reviewed the commercial lease agreement between PID and the Tenant - Jennifer Chavez, owner of The Red Wagon at 6360 Clark Road, Paradise. Email communication from the Tenant requested consideration to defer rent for a few months until she can get her business back in operation following the Camp Fire.

PID COMMERCIAL  
LEASE – 6360  
CLARK ROAD,  
PARADISE  
(Item 6.d.)

Attorney Emily LaMoe indicated there is a provision in the agreement for total or partial damages to premises and recommended the District exercise the 90 days as written in the lease. No Board action taken; rent is abated under the 90-day language.

Staff addressed comments regarding possible layoffs. At this point in time, the District's goal is to maintain staffing and evaluate further once the district receives additional information regarding potential funding.

STAFFING UPDATE  
DISCUSSION  
(Item 6.e.)

CLOSED SESSION:  
CONFERENCE WITH  
LABOR  
NEGOTIATORS  
(Item 7.a.)

President Wentland announced closed session discussion pertaining to agenda item 7.a. Following an opportunity for comments, the Board adjourned to closed session at 8:20 p.m. regarding the following:

7.a. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6). Agency designated representative Emily LaMoe. Negotiations with IBEW and Teamsters Local 137.

CLOSED SESSION  
ANNOUNCEMENT

President Wentland reconvened the special meeting at 8:49 p.m. and announced direction has been given to the PID designated representative.

DIRECTORS'  
COMMENTS  
(Item 8)

Director Bob Prevot: Commented on President Wentland's announcement regarding his resignation and thanked him for his service to the community.

Director Anne Rice: Added she extends best wishes to Dan and Sheri.

Director Bill Kellogg: Thanked Director Wentland and wished him well.

Director Dan Wentland: Recommended Ward Habriel as a potential candidate for the director vacancy.

Director Marc Sulik: Expressed appreciation to Director Wentland for his service and stated it was a pleasure getting to know him. Thanked members of the Board and public for their comments.

ADJOURNMENT

It was moved by President Wentland to adjourn the meeting. The special meeting was adjourned at 8:58 p.m.

\_\_\_\_\_  
Georgeanna Borrayo, Secretary

\_\_\_\_\_  
Anne Rice, Vice President

## **2.1 QUALIFICATIONS; OFFICER ELECTION AND TERM OF OFFICE**

### **A. Election –**

At the first meeting after noon on the first Friday of December the Board shall choose one of its members as President and shall choose another of its members as Vice-President. Nominations shall come from the Board members. The Board shall also appoint a Secretary of the Board and a Treasurer of the District.

### **B. Term –**

The officers shall serve until the next Annual Meeting. The President and Vice-President shall not serve in their respective positions for more than two consecutive one-year terms.

## **2.14 APPOINTMENT OF DISTRICT SECRETARY**

At the District's annual organization meeting when the Board elects a President and Vice-President from its members, a District Secretary shall be appointed by the Board to serve at its pleasure.

## **2.16 APPOINTMENT OF DISTRICT TREASURER**

At the District's annual organization meeting when the Board elects a President and Vice-President from its members, a District Treasurer shall be appointed by the Board to serve at its pleasure.



**TREATMENT - STAFF REPORT**  
**November 2018**

**SUPPLY & QUALITY:**

(See Attached Graphs)	Nov. 2018	Nov. 2017	Nov. 6 yr. Avg.
<b>Monthly Production (Million Gallons - MG)</b>	<b>58.1.0</b>	<b>86.9</b>	<b>89.0</b>
	<b>Range</b>	<b>Average</b>	
<b>Plant Production (MGD)</b>	<b>1.8 – 6.1</b>	<b>4.8</b>	
<b>Raw Water Turbidity (NTU)</b>	<b>0.33 – 1.27</b>	<b>0.69</b>	
<b>Treated Water Turbidity (NTU)</b>	<b>0.04 – 0.05</b>	<b>0.04</b>	
<b>Treated Water Chlorine (ppm)</b>	<b>0.81 – 1.49</b>	<b>1.06</b>	

**WATER TREATMENT:**

- **Plant Production and Water Quality:** 1. average production decreased to **4.8 MGD** from **5.4 MGD** due to the Camp Fire; 2. Magalia Reservoir was the primary source of raw water for treatment due to usual rain impacts on Paradise Lake treatability; 3. plant operating with one of three clarifiers, and three of six filters; 4. Camp Fire multiple watershed water quality sampling is being implemented by the State Water Board. The District's watershed was not included in the sampling program due to limited fire impact and limited damage to structures; and 5. burned watershed impacts on water quality will be determined by the District as time passes and more rain and sampling occurs. State Water Board staff does not think blended watershed water quality will be impacted significantly.
- **Emergency Response Planning (ERP):** Follow up memo needs to be completed regarding a staff meeting to discuss staff assignments relative to the Table Top Exercises (3) after-action items for ERP improvement.
- **Emergency Response:** 1. District started emergency operations on November 8<sup>th</sup> as a result of the Camp Fire. Plant operators left the plant at 5am on Friday November 9<sup>th</sup> due to excessive smoke inside the plant; 2. due to a breach by fire in the Reservoir B cover and liner, and depressurization of the distribution system, a Boil Water Order (BWO) was issued and posted online on November 10<sup>th</sup>. A BWO notice door hanger was later distributed to intact homes. DDW assisted District with the preparation of the BWO notice. **See attachment**; 3. DDW shall provide direction on distribution water quality sampling; 4. WTP power was initially on the plant's onsite generator. PGE delivered a backup loaner generator on November 13<sup>th</sup>. The on-site generator failed due to uncertain fuel transfer problem and plant power was switched to loaner. Plant power was reconnected to PGE power on December 4<sup>th</sup> and the loaner generator was returned. The on-site generator problem was resolved and it is on standby if a PGE power outage were to occur; 5. only minor non-operational damaged occurred at the WTP, however the fire burned all of the landscape and the irrigation piping around the plant. The fire burned on both sides of Magalia Dam, and did not burn on either side of Paradise Dam. The fire burned on both sides of Little Butte Creek between the reservoir and the lake, and burned along the southeast side of Paradise Lake and to the northeast away from the lake; and 6. WTP continued to treat water effectively since November 8<sup>th</sup> to date.
- **Plant & Distribution Operations:** 1. Tanks A, C, D & E are full; 2. Reservoir B is out of service indefinitely due to two (2) burned areas on cover. The Treated Water Storage Tank at the WTP can take the place of Reservoir B; 3. SCADA level monitoring was restored for all remote facilities except Res B.; 4. primary distribution pipelines on Skyway, Clark and Pentz are filled; 6. Cal Water assisting with isolating meters to reduce leakage and marking water service locations; 7. recovery of the distribution system is expected to be slow due to the need for comprehensive flushing of mains and service connections; 8. Pump Station No. 2 is operational as of December 8<sup>th</sup>; and 9. South Feather Water District provided two mutual aid personnel for distribution assistance with pressure regulating valves, backflow devices, and marking water service locations.
- **Magalia and Paradise Dams - Emergency Action Plans:** Draft Paradise EAP was submitted last year. Draft Magalia EAP is due December 2018. Draft inundation maps were submitted to DSOD for review, comment and/or approval. Final EAPs cannot be submitted until the inundation maps are approved by DSOD.
- **Monthly Residential Water Conservation:** **Unknown reduction percentage.** Plant production meter was out of service for 18 days during November. Metered usage figures are not applicable or representative to calculate a conservation figure. 10,500 service connections before fire, about 1,700 intact structure connections remain after the fire.

- **Reservoir “B” Replacement; A Zone Pipeline & Pump Station:** 1. SRF to discuss a time extension for the first Planning and Design Funding Agreement payment at their January Board meeting. 2. discussion regarding the construction loan may occur in January or February; 3. the final planning and design claim needs to be completed and submitted prior to April 30, 2019.
- **C Tank Rehabilitation Project and Cathodic Protection Improvements:** Finalized bid documents. Project bidding deferred pending an assessment of FY 19/20 funding.
- **WTP SCADA Improvement Project:** Development of scope is nearing completion. Project is deferred pending an assessment of FY 19/20 funding.
- **WTP Cathodic Protection System Rehabilitation and 42-inch Pipeline CPS survey:** Development of scope is nearing completion. Project is deferred pending an assessment of funding.
- **NPDES Permit Compliance and Renewal Update:** Mixing zone verification sampling was completed. The results are being summarized and will be sent to the Regional Board the end of December. The Regional Board suspended permit development pending re-establishment of treated water demand from customers. The last DCBM violation was October 6, 2016.
- **Process Water Recycle Project (PWRP):**  
RFP Pond Alternative Design: project is dependent on outcome of NPDES permit renewal.  
CWSRF Construction Loan Application: Pending completion of design and CEQA for a project.
- **CalOES/FEMA 404 Mitigation Grant:** District’s application is on the waiting list pending funding when it becomes available. Grant includes: 1. plant generator replacement; 2. Zone A pipeline and pump station design and construction; and 3. creek crossing design and relocation. Staff checked with CalOES in October regarding funding.
- **Multi-Agency Local Hazard Mitigation Plan Update:** Planning update initiated by the County Office of Emergency Management. Participation is required for federal funding. Includes replacement of steel pipelines, Magalia Dam seismic stability, regional intertie, Paradise Lake bladder dam and the projects included in the 404 mitigation grant.
- **Drinking Water and NPDES Reports and Maintenance:** 1. completed monthly sampling and reports; and 2. miscellaneous repairs to aging equipment and routine instrument calibrations.

#### RECREATION:

- **Lake Activities:** 1. See attached Parking & Boating Permit Sales Chart & Table; 2. ADA picnic table construction planning; 2. planning for wildlife display board are in process; 3. lake office roof repair is needed.
- **Boat Launch Ramp No. 1 Parking Improvements:** Deferred.
- **Trail Connecting Magalia Reservoir to Paradise Lake:** Deferred.
- **Annual Kid Fishing Day Planning:** Should event planning and the event be deferred in 2019?
- **Annual Paradise Lake Trout Restocking:** 1. Butte County Fish & Game Commission \$3,000 grant to purchase catchable trout in advance of Kid’s Fishing Day, and 2. Save-a-Can Buy-A-Fish annual purchase of trout in advance of Kids Fishing Day. FY 19/20 appropriation is \$10,000. Should this trout purchase be deferred in April 2019?

**WATERSHED - SOURCE of SUPPLY: Monthly Rainfall = 8.64” during 7 days; Greatest Rain Day = 3.20”**

Paradise Lake Levels (feet)	2018 Nov. 30 @ - 18.6’	2018 Oct. 31 @ - 18.2’	2017 Nov. 30 @ - 9.2’
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- **Graph of Paradise Lake Water Levels – Calendar Years 2013 – 2018:** See Attachment
- **Forest Fuel Removal with CalFire Service Crews:** No work this month; crews are tied up with CalFire priorities. Pending an evaluation of the Camp Fire impacts in the watershed.
- **CalFire Forest Health Grant Application:** Evaluate the Camp Fire impacts in the watershed to determine the scope of work. District expects to prepare a grant during the next funding cycle.
- **CalFire Vegetation Management (VMP) Application:** Confirmed with CalFire that the VMP is still active and paperwork is proceeding.
- **Paradise Ridge Fire Safe Council Monthly Meeting:** No meeting.



# IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este aviso contiene información muy importante sobre su agua potable. Para una copia en español, favor de llamar al sistema de agua

## Paradise Irrigation District

STILL IN EFFECT - ISSUED NOVEMBER 9, 2018

# BOIL WATER NOTICE

**Boil Your Water Before Drinking or for Food Preparation to Avoid Illness**

Due to the Camp Fire which is affecting multiple water systems in the area of Paradise, CA, the State Water Resources Control Board, Division of Drinking Water, the Butte County Health Department, and the Paradise Irrigation District Water System are advising residents to only use boiled tap water, tap water treated with bleach, or bottled water for drinking and cooking purposes as a safety precaution to avoid stomach or intestinal illness. The affected area includes all service connections within the town of Paradise that are served by Paradise Irrigation District.

Water quality testing is under way and we will inform you when tests show that water is safe to drink, and you no longer need to boil your water. We are working to resolve the problem as soon as possible.

Please read the website link below to learn about other uses of tap water. Be careful not to swallow any water when bathing or showering. Use caution when bathing babies and young children. Consider giving them a sponge bath to reduce the chance of them swallowing water.

<https://www.cdc.gov/healthywater/emergency/dwa-comm-toolbox/before/tools/What-to-Do-During-a-Boil-Water-Advisory.docx>

Please share or post this information with others who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

### Do not drink the water without boiling it first



- Boil all water for one (1) minute (rolling boil).
- Let water cool before drinking.
- Use boiled or bottled water for drinking, brushing teeth, and food preparation until further notice.
- Boiling water kills bacteria and other organisms in the water.

### If you are unable to boil your water:

#### Household unscented liquid bleach



- For clear water, use 8 drops (1/8 tsp.) of bleach for 1 gallon of water. For cloudy water, filter through a clean cloth and use 16 drops (1/4 tsp.) of bleach for 1 gallon of water.
- Mix well. Allow to stand for 30 minutes before using.
- Water may taste or smell like chlorine. This means disinfection has occurred.

#### Water disinfection tablets



- Please follow the manufacturer's instructions.

**If you are concerned about your health or the health of a family member, contact your health care provider or Butte County Environmental Health.**

### For more information, call:

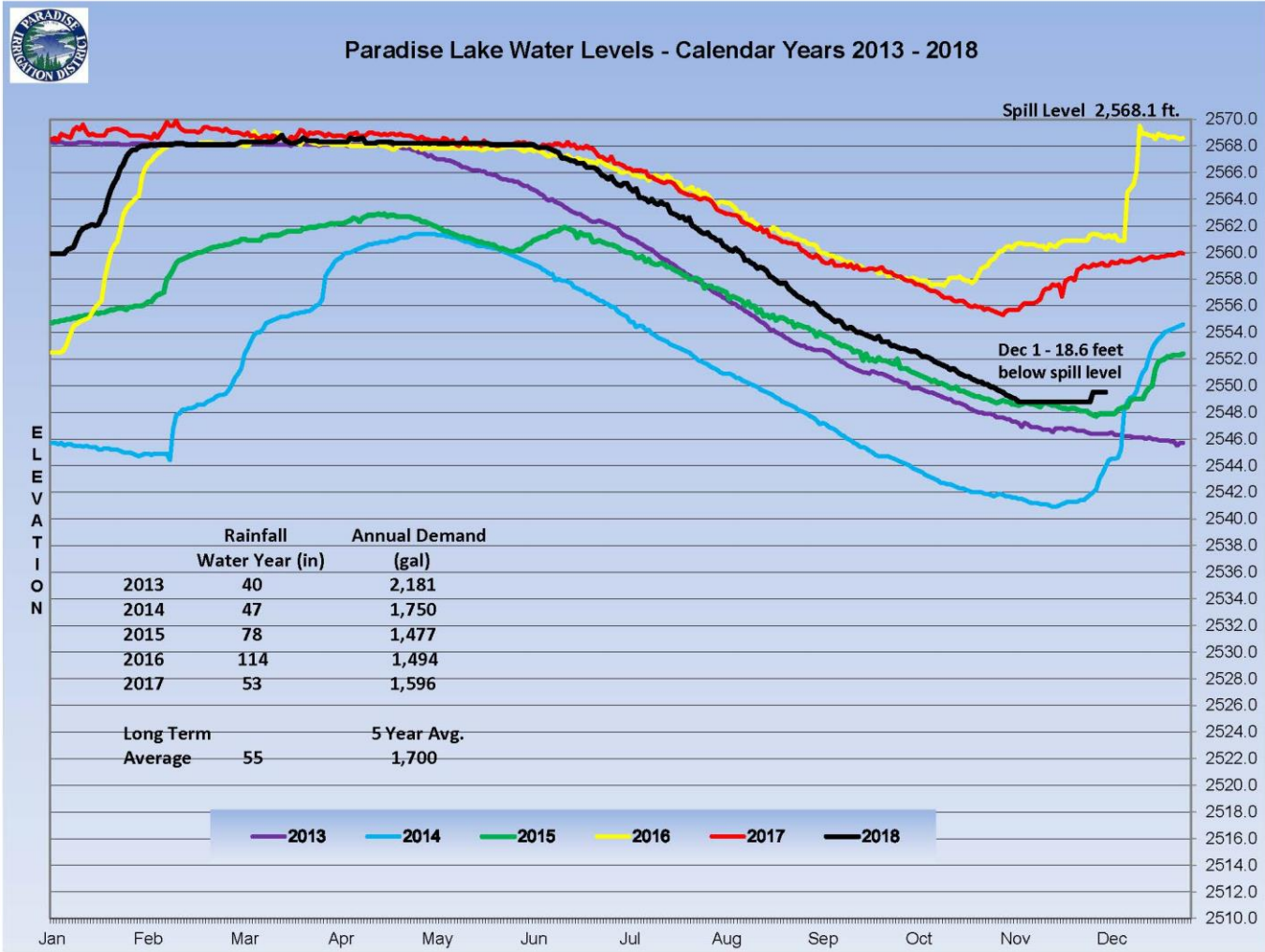
**Water Quality Contact: Jim Passanisi at 805-814-5466**

**State Water Resources Control Board District Office: 530-224-4800**

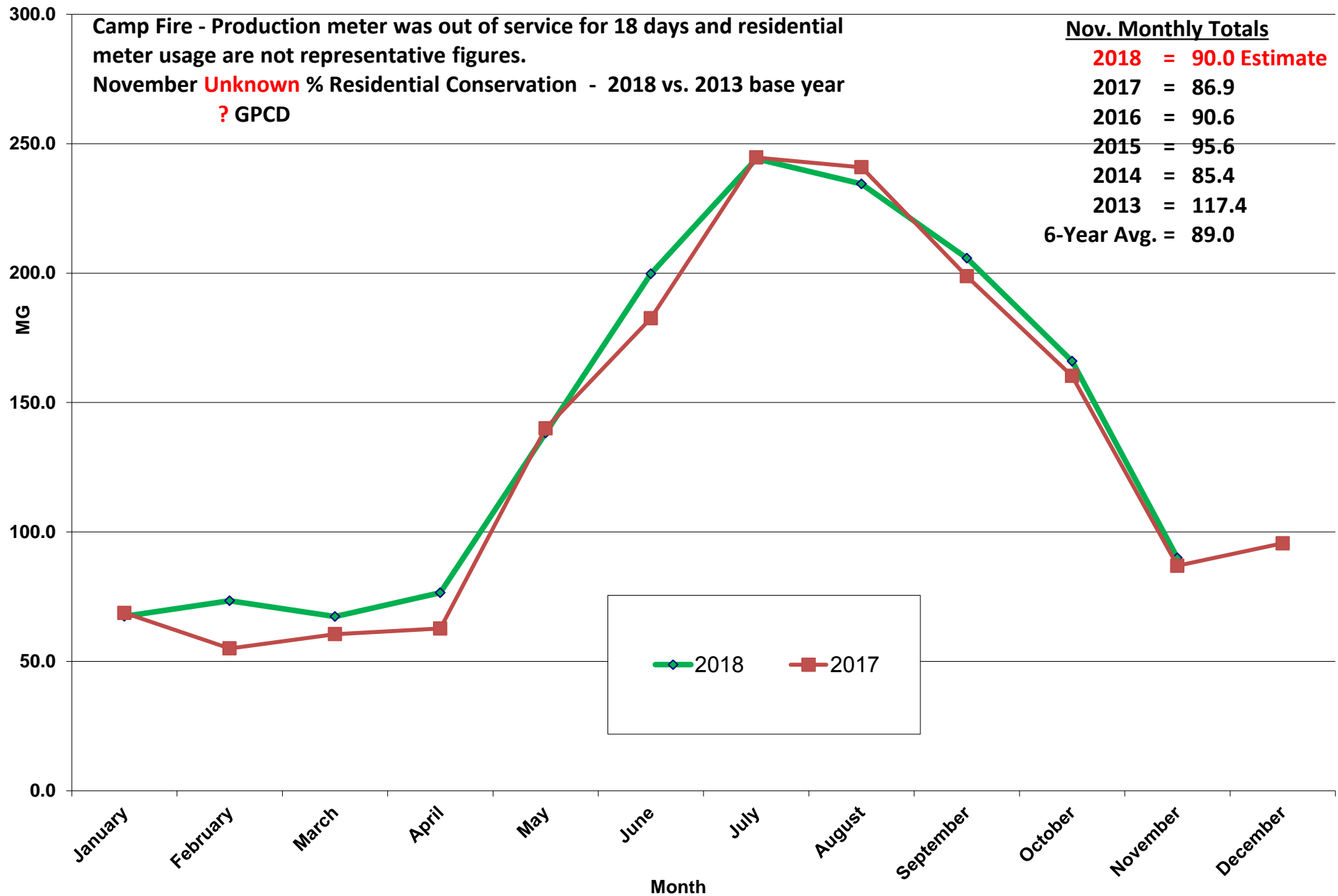
**Local Environmental Health Jurisdiction: Butte County at (530) 538-7581**

Please share or post this information with others who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

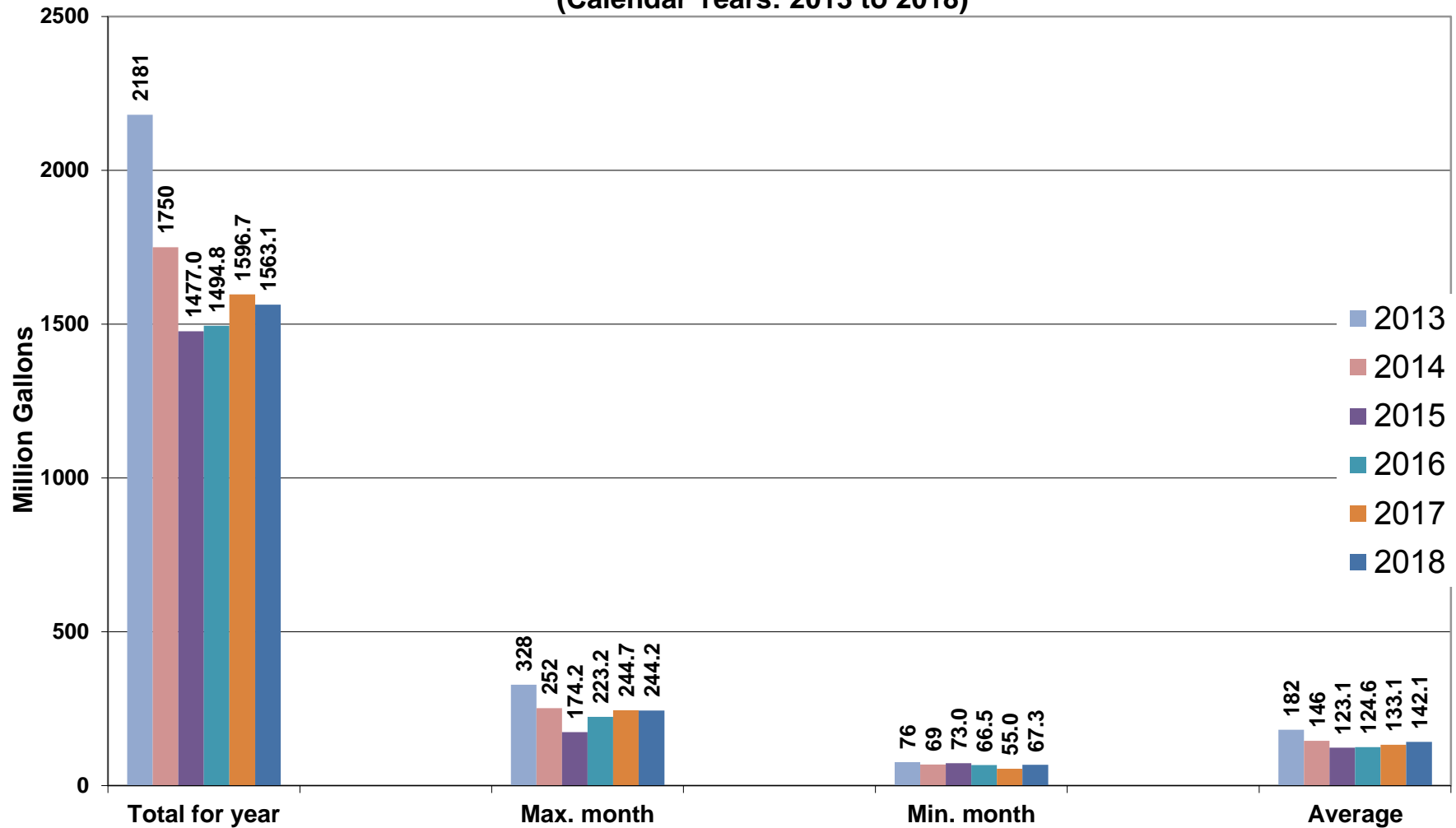
**Graph of Paradise Lake Water Levels to December 1st – Calendar Years 2013 – 2018**  
**Includes Annual Rainfall and Production Figures**



## Monthly Treatment Plant Production (Million Gallons - MG) (Comparison of Calendar Years 2018 to 2017)

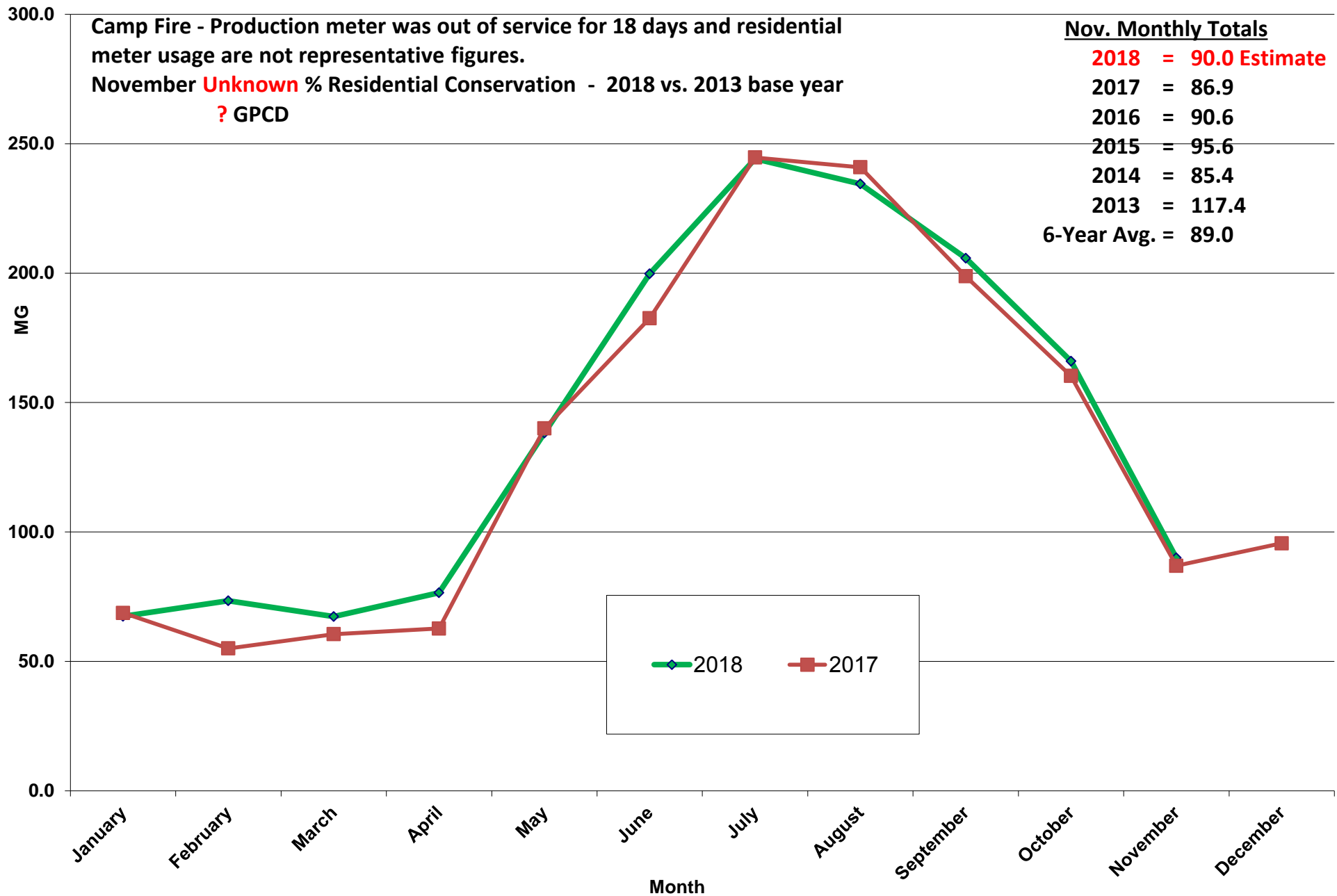


**Water Treatment Plant Annual Production Comparisons  
Total; Monthly Max. & Min, and Average  
(Calendar Years: 2013 to 2018)**





## Monthly Treatment Plant Production (Million Gallons - MG) (Comparison of Calendar Years 2018 to 2017)



**Water Treatment Plant Annual Production Figures and 5 Year Averages (2013 - 2018)**  
(Million Gallons)

**Note: 2013 is the conservation comparison/base year**

	Years								6-Year Average						
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2013-2018
January	113.2	113.7	130.8	116.1	105	91.4	91.6	105.2	82.5	111.2	82.3	71.1	68.7	67.4	80.5
February	101	104.7	106.9	112.3	88.4	79.2	85.2	85.3	76.1	68.8	73.0	66.5	55.0	73.4	68.8
March	129.3	110.7	150.2	147	108.9	100.2	84.6	79.3	101.6	85.8	98.7	67.1	60.5	67.3	80.2
April	132	112.5	172	205.9	170.5	96.9	99.8	94.2	145.1	107.7	106.7	84.5	62.7	76.5	97.2
May	181.5	243.9	259.3	275	221	140.8	146	214.7	241.6	175.6	136.5	119.6	140.0	138.2	158.6
June	250.7	328.5	336.4	321.6	256.7	239.7	183.3	262.7	276.2	230.3	148.1	169.7	182.6	199.8	201.1
July	393.2	428.9	384.6	360.5	350.6	344.4	283.3	325.5	327.5	252.1	174.2	207.6	244.7	244.2	241.7
August	412.3	391.5	379.6	363.8	338.6	332.4	307.6	331.2	309.9	220.7	171.8	223.2	240.9	234.5	233.5
September	312.1	338.4	295.3	317.5	281.4	271.3	280.3	283.7	230.1	196.3	157.9	191.0	198.8	205.8	196.7
October	234.9	253.2	156.9	218.1	178.1	185.1	152.2	198.7	170.7	137.3	138.3	115.2	160.3	166.0	148.0
November	117.8	128.7	142	124.7	114.2	95.8	107.3	91.7	117.4	85.4	95.6	90.6	86.9	90.0	94.3
December	114.3	112.9	115.5	120.7	101.7	105.3	105.1	81.2	102.3	78.5	93.9	88.7	95.6		
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	6 Year Avg.
Total for year	2492	2668	2630	2683	2315	2083	1926	2153	2181	1750	1477.0	1494.8	1596.7	1563.1	1600.6
Max. month	412	429	385	364	351	344	308	331	328	252	174.2	223.2	244.7	244.2	241.7
Min. month	101	105	107	112	88	79	85	79	76	69	73.0	66.5	55.0	67.3	68.8
Average	208	222	219	224	193	174	161	179	182	146	123.1	124.6	133.1	142.1	145.5



December 6, 2018

Paradise Irrigation District  
6332 Clark Road  
Paradise, CA 95969

Dear PID Board Members, Staff & Citizens of Paradise,

It is with a heavy heart that I resign my position on the PID Board of Directors. It has been an honor and a privilege to have served the people of Paradise and with each of my friends on the Board.

My wife and I have purchased a home back East where my family roots are. We will miss all of our friends and our hometown of 46 years.

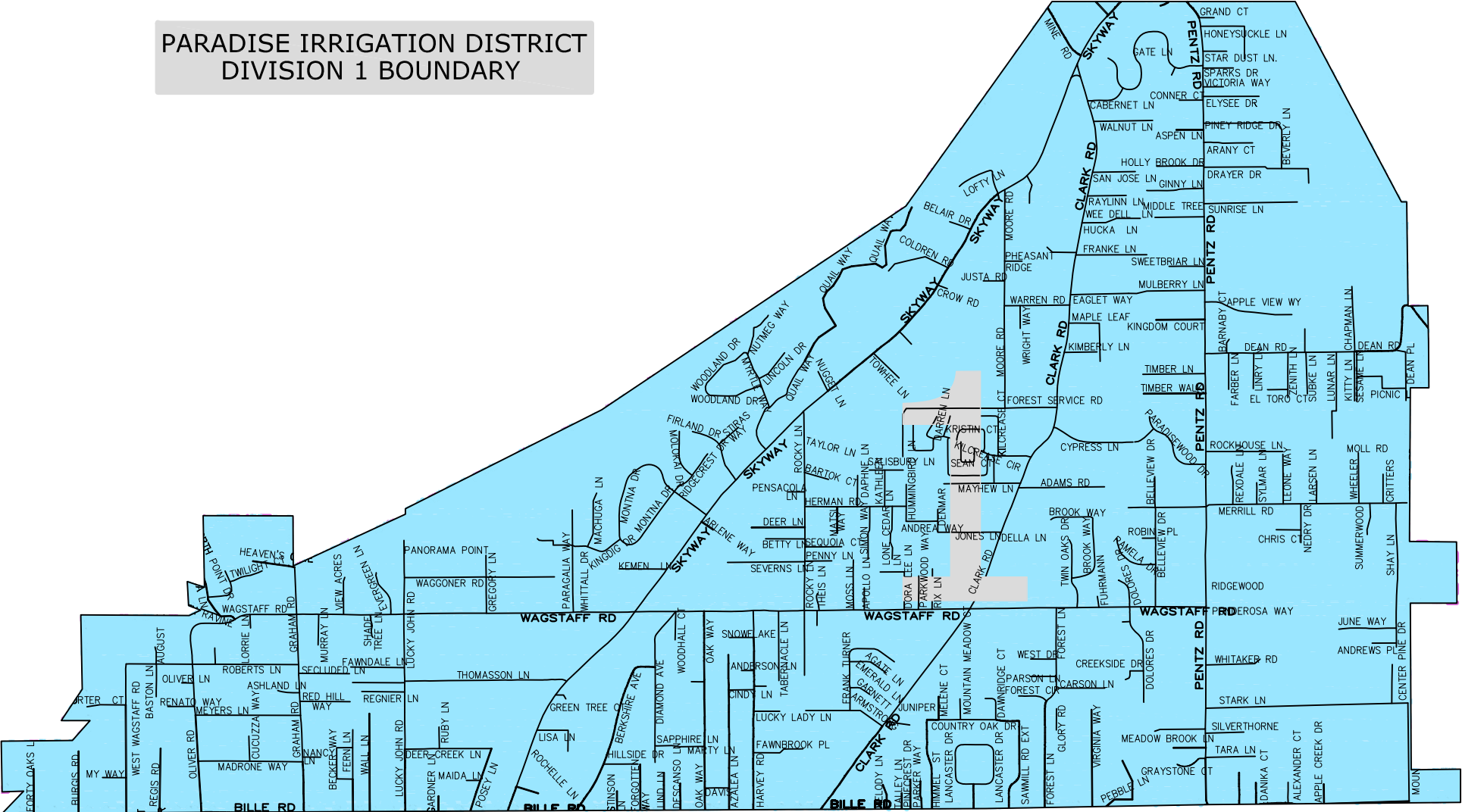
Our prayers will always be for God's blessing on Paradise as it recovers from this tragic fire.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Wentland". The signature is stylized with a large, circular loop at the end.

Dan Wentland

# PARADISE IRRIGATION DISTRICT DIVISION 1 BOUNDARY



## **CHAPTER 7**

### **WATER RATES, OPERATING FEES AND BILLING PROCEDURES**

#### **7.1 WATER RATES**

A current schedule of prevailing water rates, service charges, and operating fees shall be determined and approved by the Board and shall be available upon request at the District office. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

#### **7.2 PUBLIC NOTIFICATION OF WATER RATE CHANGES**

Revisions to water rates, service charges, and operating fees shall normally be established as required through the public hearing process. To the extent possible, water rate changes will become effective with the next billing date which will be at least thirty (30) days following the date on which the Board approved the rate change. The District will endeavor to make public notification of the rate changes through the news media and on customer water bills, space permitting. Emergency rate changes may become effective at the discretion of the Board.

#### **7.3 SERVICE CALL CHARGE**

A charge may occur for each service call where it is done for the convenience of the user or made necessary through non-payment of charges or to enforce the rules of the District. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

#### **7.4 DUPLICATE BILLING CHARGE**

At landowner's request, the District will send a duplicate billing to a second address (this does not change the landowner's responsibility for meter charges). A charge for this service will be added to the bill. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

#### **7.5 SPECIAL METER READING CHARGE**

A charge shall be made for any special reading requested by the owner. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

## 7.6 EXAMINATION OF METERS CHARGE

Upon executing an application and depositing an inspection fee, any customer may request that his meter be examined and tested to determine its accuracy. The inspection fee shall be fixed from time to time by the Board and be available upon request at the District office.

If such examination and test shows the meter to register over five percent (5%) more water than actually passed through it, the inspection fee will be returned to the customer and the bill for the preceding billing period and current billing period will be adjusted. If a water meter is not registering in excess of five percent (5%), the inspection fee will be retained by the District.

At the customer's request, arrangements will be made for the customer to be present while the test is being made.

## 7.7 SEALED METER CHARGE

### 7.7.1 Authorization –

Proper authorization shall be required to seal or unseal a water meter. A service call charge shall apply to each activity required. During the period a meter is sealed, one-half the monthly water service charge shall apply. That same charge will also apply to sealed meters converted from the discontinued category of “temporarily removed meter”.

### 7.7.2 Tampered Meters or Delinquent Bill –

If meters are tampered with in any way or if a customer refuses to pay a delinquent water bill, the Manager may at his discretion have the meter removed and the fee for removing the meter shall be as fixed from time to time by the Board and be available upon request at the District office.

### 7.7.3 Discontinued Service –

→ If a property owner chooses to discontinue service and not pay the sealed meter rate (Discontinued Service), they will be required to pay a meter removal charge. If service is later reactivated, the property owner may then be responsible for the cost of LEMO (Labor, Equipment, Materials, and Overhead) for the installation of a new service line from the District Main to the property line (Service Line). Situations in which a service line may need to be replaced include, but are not limited to:

- A. If leak occurs on the Service Line to a property with Discontinued Service, the line will not be replaced, but turned off at the District Main.

- B. If the District is replacing a mainline that serves a property with Discontinue Service, the Service Line will not be replaced.

**7.7.4 Reactivating Service –**

A property owner reactivating service on a parcel with a Service Line that is still pressurized will be charged the same rate as a ¾” Meter Installation on a Developer Financed Service Line or LEMO, whichever is applicable.

**7.8 BILLING PROCEDURES**

**7.8.1 Billing Period –**

Customer accounts are billed on a monthly basis. The District will endeavor to read meters on the same working date every month. Variations to this practice will be in accordance with industry-accepted practices. Customers may make advance payments to maintain water service during their absence. The billing will reflect the current credit balance until expended. Monies placed on deposit will not bear interest.

**7.8.2 Service –**

The District reserves the right to refuse or discontinue service to any customer who is delinquent in payment of water charges, in accordance with District policy, unless and until such payments have been paid in full. This rule shall be effective notwithstanding the fact that the customer may not be the same person who owned the property when the delinquent charges were incurred.

Where service is at risk of being discontinued, payment may be accepted from a tenant. When this occurs, the District will have no reimbursement responsibilities to any party.

**7.8.3 Delinquent Accounts –**

All charges shall become delinquent if not paid within twenty five (25) days after the billing date, and if not paid prior to the next billing, there shall be added thereto and become a part of such charges, and be collected by the District, a penalty of two percent (2 %) per month on delinquent balances. Application of such penalty shall continue until the account is current, or to the time when the unpaid and delinquent charges are added to the annual assessment of the District as provided in the Water Code.

If delinquent charges are not paid fifty (50) days from original billing date, a fifteen (15) day notice shall be mailed to the customer and a Fifteen Day Notice fee shall be applied to the account. The Fifteen Day Notice fee shall be established in the Fees and Charges approved by the Board of Directors.

If delinquent charges, including the Fifteen Day Notice fee, are not paid thirteen (13) days from the issuance of the Fifteen Day Notice, a Forty Eight Hour Notice shall be delivered to the service location and a Forty Eight Hour Notice fee shall be applied to the account. The Forty Eight Hour Notice fee shall be established in the Fees and Charges approved by the Board of Directors.

If all delinquent charges are not paid within the forty eight hours of the Forty Eight Hour Notice, service will be terminated and a Meter Seal Fee shall be applied. The Meter Seal Fee shall be established in the Fees and Charges approved by the Board of Directors.

All delinquent amounts and previously billed charges shall be paid before service will be reinstated.

Property owners shall be responsible for and receive all water statements regardless of whether or not the property or premises is being rented or leased by others. Only property owners shall be allowed to make application for water service. A property owner may request duplicate bills be sent to the tenant for a fee. The property owner will remain responsible for unpaid charges. The Duplicate Billing Fee shall be established in the Fees and Charges approved by the Board of Directors.

The District reserves the right to refuse or discontinue service to any customer who is delinquent in payment of water charges unless and until such payments have been paid in full. This rule shall be effective notwithstanding the fact that the applicant may not be the same person who owned the land when the delinquent charges were incurred.

All delinquent water bills and charges for service remaining unpaid at the time of setting the annual tax rate may be added to and become part of the annual assessment levied by the District as provided for in the Water Code of the State of California.

The District Billing Clerk with approval of the District Manager may file a lien against the property for delinquent water bills and charges for service. The District Billing Clerk, with the approval of the District Manager, may require a deposit, up to the equivalent of the charge for 150 days maximum use, in the event of a bankruptcy after the date of order for relief. The deposit may be applied to 20 percent of each bill until the deposit is reduced to the equivalent of 30 days (1 billing period) maximum use. This reduced deposit shall remain for one year at which time it may be credited to succeeding bills until depleted.

## **7.9 LEAK POLICY, ADJUSTMENTS, AND APPEALS**

The customer is responsible for all water going through the meter. Leaks caused by frozen or broken pipes, damage, or other leaks on the customer's side of the meter shall be the responsibility of the customer. The District may, upon request of the customer, provide for a payment plan of up to one year, with no penalties, to assist customers in paying amounts billed that are attributed to a leak.

An identified leak will not result in a customer moving to a higher service charge classification so long as the leak is repaired in a timely manner. Upon request of the customer, the District will determine if a leak will result in a change in classification, based upon the circumstances, magnitude, and duration of the leak.

Online customer usage data and leak notification is available to customers. The customers are expected to respond to leak detection notifications from the District and repair leaks promptly.

The District may, upon written request of a customer supported by repair bills or other appropriate documentation, adjust such customer's bill in the case of loss of water due to circumstances beyond the reasonable control of such customer, such as a mechanical malfunction, blind leak, theft of water, vandalism, unexplained water loss or other unusual or emergency conditions. Adjustments shall not be made for faucet or toilet leaks.

The District will use its automated billing system to determine the amount of water usage attributable to the leak. Customers that fix leaks within seven days of the District's leak notification, may, upon the customer's request, and if the District determines that an adjustment is appropriate and reasonable under the circumstances, receive a credit for leak usage of up to seven days from the District's notification.

The District Manager, or his or her designee, may, in his or her sole discretion, grant an adjustment for usage attributed to the leak that occurred after the above-described seven-day period. In making such a determination, the District Manager, or his or her designee, may take into account the cause of water loss, any negligence or fault of the customer in connection therewith, and the difficulty of repair.

Any customer seeking relief under this policy must make a written request to the District as soon as possible and in no event later than ninety days after the closing date of the billing cycle in which the leakage occurred.

The District's determinations under this policy will be made by District staff in writing and mailed to the owner at the billing address on the District's records. Any person aggrieved by a staff determination may file a written appeal to the Board of Directors, no later than sixty days after the date of staff's determination. The Board will consider the appeal and make its decision at a noticed public meeting.



# PARADISE IRRIGATION DISTRICT

## SCHEDULE OF FEES AND CHARGES

Effective April 1, 2014

### Fees and Charges:

#### Meter Installation:

Meter Installation Fee Schedule:

LEMO (Labor, Equipment, Materials & Overhead) plus a \$30 processing/setup fee, based on an estimate and deposit.

#### Meter Capacity:

Fee Schedule:

<u>Meter Size</u>	<u>GPM</u>	<u>Current Fee (02/06)</u>
3/4"	30	\$ 4,376
1"	50	\$ 7,293
1-1/2"	100	\$14,587
2"	160	\$23,339
3"	300	\$43,760
4 "	500	\$72,933

(Meter Size Changes: Size Increase – Difference between fees for the two sizes involved based on fees at the time of the change in size. Size Decrease and Permanent Removal – No refund).

#### Meter Removal/Reinstallation (1/07):

? Meter Removal Fee: \$0.00 as of 2/15/12 Board action. Reinstallation may be possible, pending District review before meter removal. Reinstallation Fees: Same as Meter Installation Fee.

#### Construction Water:

	<u>Current Fee (02/06)</u>
Permit Fee	Current Business 2" Meter Charge / mo.
Hydrant Deposit	\$1,000.00
Cost of Water	2 x Highest Tiered Consumption Charge
Meter Set/Move Charge	\$ 30.00
Damages	Actual LEMO Costs
Unauthorized Taking of Water Penalty	
First Offense	\$100 written warning
Second & Subsequent	<u>\$1,000</u> plus applicable civil code violations

#### Miscellaneous Utility Billing/Customer Fees:

	<u>Current Fee (02/06)</u>
Special Meter Reading	\$ 20.00
Service Trip Charge	\$ 20.00
Returned Check	\$ 25.00
Duplicate Bill	\$ 1.00 each billing
Fifteen Day Notice	\$ 10.00
Delivery of 48-hour Notice	\$ 20.00
Meter Inspection/Testing (refundable if accuracy differs +/- 5%)	\$ 30.00
Transfer of Ownership (processing, meter reading, etc.)	\$ 30.00

#### Credit Card Transaction Fees:

Online	No Charge
Over the Counter or by Phone	\$ 3.00



**Meter Seal Fees:**

Customer Request Seal	\$ 20.00
Non-payment Seal	\$ 50.00
After Hours Unseal	\$100.00
(Weekdays after 3:30 p.m., Weekends & Holidays all day)	

Current Fee (02/06)**Meter Tampering Fee**

First Incident (Meter removal or reinstall)	\$ 50.00 + Repair Costs
Second and Subsequent	\$250.00 + Repair Costs
(Plus applicable civil code violations)	

**Wasteful Use Fee (non-compliance related)**

2 x Highest Tiered Consumption Charge

**Work Orders**

Estimated LEMO Deposit

**Backflow Fees:**

Annual Testing	\$ 40.00
Re-Testing	\$ 40.00

**Administrative Fees:**

Legal Document Preparation (plus recording fees) \$ 50.00 + Engineering &amp; Legal

**Duplication Services:**

Audiotapes (each) \$ 5.00 + \$1 / event

Digital Copies (Cost of Disk and per Document) \$ 5.00 + \$1 / file

Electronic Copies \* \$ 1.00 / file

Photocopy General Business Documents (B&amp;W up to 11x17) \$ .20

Photocopy General Business Documents (Color up to 11x17) \$1.20

**Engineering Drawings & Maps (Large Format Printing)**

Line work, &lt; 10% Coverage \* \$ 5.00 / file + \$1 / sq. ft. paper

Areas &gt; 10% Coverage \* \$ 5.00 / file + \$2 / sq. ft. paper

**Engineering Drawings & Maps\* (Digital Copies)**

\* Existing Files – Ready to Print \$ 5.00 + \$1 / file

**Bid Documents**

Regular Copy Fee Rates

**District Specifications**

Download-NC/Regular Copy Fee Rate

**Faxes**

\$ 1.00

**District Equipment Charges**

Separate Schedule Attached

**District Overhead Charges****Labor**

Actual

**General**

100% of Labor Charges

**Engineering Fees:**Current Fee (02/06)

Planning Review Fee, Parcel Maps &amp; Other

\$100.00

Planning Review Fee, Subdivision Maps

\$250.00

[Print](#)

# Current Water Rates

Looking for fees & charges? [Click here \(86 KB\)](#) to view fees such as new meter installation, administrative fees, etc.

Rates are calculated based on a detailed cost of service study - [View the study here \(1.24 MB\)](#).

## Residential (RES)

Effective date	1/1/2017	1/1/2018	1/1/2019
Debt surcharge	\$9.16	\$14.00	\$17.79
Reserve surcharge	\$5.18	\$5.18	\$5.18
Service charge	\$19.00	\$20.00	\$20.00
<b>Total service charge</b>	<b>\$33.34</b>	<b>\$39.18</b>	<b>\$42.97</b>
Each HCF*	\$1.62	\$1.61	\$1.61

## Business (BUS): 5/8-inch and 3/4-inch meter

Effective date	1/1/2017	1/1/2018	1/1/2019
Debt surcharge	\$9.16	\$14.00	\$17.79
Reserve surcharge	\$5.18	\$5.18	\$5.18

Service charge	\$19.00	\$20.00	\$20.00
<b>Total service charge</b>	<b>\$33.34</b>	<b>\$39.18</b>	<b>\$42.97</b>
Each HCF*	\$1.62	\$1.61	\$1.61

### Business (BUS): 1-inch meter

Effective date	1/1/2017	1/1/2018	1/1/2019
Debt surcharge	\$15.30	\$23.38	\$29.71
Reserve surcharge	\$8.65	\$8.65	\$8.65
Service charge	\$31.73	\$33.40	\$33.40
<b>Total service charge</b>	<b>\$55.68</b>	<b>\$65.37</b>	<b>\$71.76</b>
Each HCF*	\$1.62	\$1.61	\$1.61

### Business (BUS): 1-1/2-inch meter

Effective date	1/1/2017	1/1/2018	1/1/2019
Debt surcharge	\$30.50	\$46.62	\$59.24
Reserve surcharge	\$17.25	\$17.25	\$17.25

Service charge	\$63.27	\$66.60	\$66.60
<b>Total service charge</b>	<b>\$111.02</b>	<b>\$130.47</b>	<b>\$143.09</b>
Each HCF*	\$1.62	\$1.61	\$1.61

### Business (BUS): 2-inch meter

Effective date	1/1/2017	1/1/2018	1/1/2019
Debt surcharge	\$48.82	\$74.62	\$94.82
Reserve surcharge	\$27.61	\$27.61	\$27.61
Service charge	\$101.27	\$106.60	\$106.60
<b>Total service charge</b>	<b>\$177.70</b>	<b>\$208.83</b>	<b>\$229.03</b>
Each HCF*	\$1.62	\$1.61	\$1.61

### Business (BUS): 3-inch meter

Effective date	1/1/2017	1/1/2018	1/1/2019
Debt surcharge	\$91.60	\$140.00	\$177.90
Reserve surcharge	\$51.80	\$51.80	\$51.80

Service charge	\$190.00	\$200.00	\$200.00
<b>Total service charge</b>	<b>\$333.40</b>	<b>\$391.80</b>	<b>\$429.70</b>
Each HCF*	\$1.62	\$1.61	\$1.61

### Business (BUS): 4-inch meter

Effective date	1/1/2017	1/1/2018	1/1/2019
Debt surcharge	\$152.70	\$233.38	\$296.56
Reserve surcharge	\$86.35	\$86.35	\$86.35
Service charge	\$316.73	\$333.40	\$333.40
<b>Total service charge</b>	<b>\$555.78</b>	<b>\$653.13</b>	<b>\$716.31</b>
Each HCF*	\$1.62	\$1.61	\$1.61

### Irrigation, Residential Irrigation, Recreation District, School District (IRRIG, RI, RDSD)

Effective date	1/1/2017	1/1/2018	1/1/2019

Total service charge based upon meter size. Same as Business Rates

Each HCF*	\$0.35	\$0.35	\$0.35
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## Sealed Meter Rate (SLD)

Effective date	1/1/2017	1/1/2018	1/1/2019
Total service charge	\$16.67	\$19.59	\$21.49

\* 1 Unit

= 748 gallons

= 100 cubic feet

= 1 HCF

*Note: Does not include \$1/month hydrant fee collected for the Town of Paradise; sealed meter accounts pay 50¢/month.*

## Was this article helpful?

We are always looking for ways we can improve our services. If you need additional help please contact customer service.

If you'd like to give us some feedback on this article or the website click here.



Harris & Associates®

December 14, 2018

Mr. Kevin Phillips  
CFO, Interim District Manager  
Paradise Irrigation District  
6332 Clark Road  
Paradise, CA 95969

## EMERGENCY DISASTER RECOVERY ADVISORY SERVICES, ADDENDUM 1

Dear Kevin:

Harris and Associates continues to provide emergency staff augmentation services as requested by PID. Ken Leep continues to serve as overall lead and coordinate all Harris assistance with PID.

The purpose of this addendum is to extend the not-to-exceed maximum value of this contract:

- The Scope of Services remains the same
- The Project Time-frame remains the same
- The Fee Schedule and Staff remain the same
- The **Not-to-Exceed Maximum Value** of the contract increases by \$24,000 to a total of **\$44,000**

We appreciate the opportunity to continue providing assistance to you and your customers!

Sincerely,  
**Harris & Associates, Inc.**

**Eric Vaughan**  
Director, Strategic Services

(415) 849-6721 ■ [eric.vaughan@WeAreHarris.com](mailto:eric.vaughan@WeAreHarris.com)

**Ann Hajnosz**  
Strategic Services Team Lead

(425) 503-3731 ■ [ann.hainosz@WeAreHarris.com](mailto:ann.hainosz@WeAreHarris.com)

**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN PARADISE IRRIGATION DISTRICT AND HARRIS & ASSOCIATES, INC.**

THIS AGREEMENT, hereinafter referred to as "AGREEMENT," made and entered into this 20th day of November, 2018, by and between PARADISE IRRIGATION DISTRICT, hereinafter referred to as "CLIENT" and HARRIS & ASSOCIATES, INC., a California corporation, hereinafter referred to as "HARRIS". CLIENT and HARRIS are sometimes individually referred to as "Party" and collectively as "Parties"

W I T N E S S E T H:

WHEREAS, CLIENT desires HARRIS to provide Professional Services related to CLIENT'S AS-NEEDED STAFF AUGMENTATION PROJECT, hereinafter referred to as "PROJECT"

WHEREAS, HARRIS represents that it possesses the professional skills necessary to provide said services; and

WHEREAS, CLIENT and HARRIS desire to enter into an AGREEMENT whereby the foregoing may be accomplished.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, HARRIS agrees to perform the work hereinafter specified in this AGREEMENT, subject to and in accordance with the terms and conditions hereinafter set forth, and the parties hereto agree as follows:

ARTICLE 1 - THE HARRIS' TEAM

1.1 HARRIS, accepts the duties established between it and the CLIENT by this AGREEMENT. It covenants with CLIENT to furnish its skills and judgment in furthering the interests of the CLIENT. It agrees to furnish the authorized Professional Services and to coordinate activities so that the PROJECT will be completed in a manner consistent with the interest of the CLIENT. HARRIS services and compensation under this AGREEMENT had been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion. Unless specific periods of time or specific dates for providing services are specified in this AGREEMENT, HARRIS obligation to render services hereunder will be for a period which may be reasonably required to for the completion of said services.

ARTICLE 2 - HARRIS' SERVICES

2.1 HARRIS shall perform the Professional Services as described in Exhibit A, HARRIS' Letter Proposal, dated November 20, 2018.

2.2 HARRIS shall perform such services requested by the CLIENT and upon receipt of a fully executed AGREEMENT from the CLIENT signed by the appropriate CLIENT Representative.

2.3 Neither the professional services of HARRIS nor the presence of HARRIS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health and safety precautions required by any regulatory agencies. HARRIS and its personnel have no authority to exercise any



control over any construction contractor or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be carried out in the CLIENT's agreement with the General Contractor.

### ARTICLE 3 - COMPENSATION FOR SERVICES

3.1 For work performed under this AGREEMENT, HARRIS shall be compensated on the basis of not to exceed \$20,000.00. This amount includes any work performed by subcontractors or any others hired by Harris & Associates pursuant to this Agreement. The rates include all indirect and direct charges.

3.2 If HARRIS utilizes subconsultants, said consultant's services shall be invoiced at cost plus a percentage.

3.3 HARRIS shall revise the hourly rate schedule yearly on its fiscal year anniversary and provide a new schedule to the CLIENT. Rates shall be effective on the first day of January of each year.

3.4 HARRIS shall be responsible for the payment of all taxes, workers' compensation insurance, and unemployment insurance.

### ARTICLE 4 - FEES AND PAYMENT

4.1 As consideration for providing services, the CLIENT shall pay to HARRIS a fee that shall not exceed the total budgeted amount detailed in this AGREEMENT. HARRIS shall be under no obligation to provide continuing services when the invoiced fee reaches the total budgeted amount unless this AGREEMENT has been amended to increase the total budgeted amount and/or for the continuation of services has been executed.

4.2 HARRIS will submit its invoices electronically to CLIENT's designated address for invoices at [efortner@paradiseirrigation.com](mailto:efortner@paradiseirrigation.com). Payments will be made electronically by the CLIENT for approved services within thirty (30) days from receipt of detailed invoice from HARRIS. All payments by CLIENT shall be made by electronic funds transfer (EFT). HARRIS will provide CLIENT with its bank ABA number, account number and designation of the account to which such EFT shall be made. HARRIS will be responsible for notifying CLIENT when HARRIS' EFT information changes. Payments shall be for the invoiced amount, with no retention.

4.3 HARRIS reserves the right to assess a 1.5% per month (18% per annum) service charge on all unpaid balances over 30 days.

4.4 In the event a dispute arises relating to the services performed, costs incurred or any other item related to compensation of HARRIS, such dispute will not delay compensation for those services and costs not in dispute. CLIENT shall only withhold the contested portion, and the undisputed portion shall be timely paid. Any such dispute will be resolved by the parties through negotiations or, if not resolved, in accordance with Article 8.

### ARTICLE 5 - TIME OF COMPLETION

5.1 This AGREEMENT shall remain in force until April 30, 2019, or such time as the Professional Services on the PROJECT are completed, or until terminated as provided in Article 13.

5.2 HARRIS shall not begin work on any service until written authorization is received in accordance with Article 2.2.

## ARTICLE 6 - HARRIS' RESPONSIBILITY

6.1 HARRIS agrees that HARRIS shall use its professional efforts and that its services shall be performed in accordance with generally accepted professional services practices for the scope of services described in Article 2.1 above, and with the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality, but makes no other warranty either expressed or implied.

6.2 HARRIS is contracted to render professional services only, and payments made are compensation solely for such services. HARRIS is an independent contractor and not an agent or employee of the CLIENT.

6.3 HARRIS understands that the CLIENT may retain the services of other professional consultants to accomplish other requirements of the PROJECT.

6.4 The work product and other documents prepared by HARRIS for this PROJECT are instruments of HARRIS' service for use solely with respect to this PROJECT and, unless otherwise provided, HARRIS shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The CLIENT shall be permitted to retain copies, including reproducible copies, of HARRIS' work product for information and reference in connection with the CLIENT'S use and occupancy of the PROJECT. HARRIS' work product or other documents shall not be used by the CLIENT or others on other PROJECTs, for additions to this PROJECT or for completion of this PROJECT by others, except by agreement in writing and with appropriate compensation to HARRIS. CLIENT shall have the right to access and inspect HARRIS' work product and supporting information at any time during progress of the PROJECT. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the PROJECT is not to be construed as publication in derogation of HARRIS' reserved rights.

## ARTICLE 7 - CLIENT'S RIGHT AND RESPONSIBILITIES

7.1 The CLIENT shall provide all reasonably available information including reports, preliminary plans, maps, surveys, and other related information regarding its requirements for the PROJECT upon written request to the CLIENT. HARRIS shall be entitled to reasonably rely on the accuracy and completeness of such information.

7.2 The CLIENT shall designate a representative who shall be fully acquainted with the PROJECT and have authority within limits of existing CLIENT policy and the requirements of the law to render decisions promptly and furnish information expeditiously.

7.3 CLIENT will cooperate with HARRIS and provide reasonable access to the site and all records.

## ARTICLE 8 - DISPUTES

8.1 If a Dispute arises out of or relates to this AGREEMENT or its breach, the parties shall endeavor to settle the Dispute first through direct discussions between the parties' representatives, who shall have the authority to settle the Dispute. If the parties' representatives are not able to promptly settle the Dispute, the senior executives of the parties, who shall have the authority to settle the Dispute, shall meet within twenty one (21) days after the Dispute first arises. If the Dispute is not settled within seven (7) days from the referral of the Dispute to the senior executives,

if the the parties agree at that time, may submit the Dispute to Mediation in accordance with Paragraph 8.2.

8.2 If the Dispute cannot be settled pursuant to Paragraph 8.1, the parties shall endeavor to settle the Dispute by Mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other Dispute Resolution procedures. Once one party files a request for Mediation with the other party and with JAMS Mediation, Arbitration, ADR Services, the parties agree to conclude such Mediation within sixty (60) days of filing of the request. Either party may terminate the Mediation at any time after the first session, by written notice to the other party and the Mediator.

8.3 The parties agree that all dispute resolution proceedings shall be heard and venued in Butte County, California.

#### ARTICLE 9 - AGREEMENT AMENDMENTS

9.1 This AGREEMENT constitutes the entire AGREEMENT between the Parties and supersedes any and all prior and/or contemporaneous agreements and may not be modified or amended except in writing signed by both parties.

#### ARTICLE 10 - ASSIGNMENT OF CONTRACT

10.1 Neither the CLIENT nor HARRIS shall assign or permit, the assignment by operation of law or otherwise, this AGREEMENT or any portion of the work, without prior written consent of the other.

10.2 Where the CLIENT and HARRIS have consented to an assignment, this AGREEMENT shall be binding upon HARRIS and the heirs, executors, administrators, successors and assigns of all parties.

#### ARTICLE 11 - INDEMNITY

11.1 HARRIS shall indemnify and save and hold CLIENT, its directors, officers, and employees harmless from any and all claims or causes of action for damages, including but not limited to, death or injury to persons, or damage to property to the extent caused by the negligence, recklessness or willful misconduct of HARRIS, or its employees, contractors, subconsultants, and all others acting for or on behalf of HARRIS, arising out of the performance of this AGREEMENT.

11.2 CLIENT shall indemnify and save and hold HARRIS, its directors, officers, and employees, and subconsultants harmless from any and all claims or causes of action for damages, including but not limited to, death or injury to persons, or damage to property to the extent caused by the negligence, recklessness or willful misconduct of CLIENT, or its employees, contractors, subcontractors, and all other acting for or on behalf of CLIENT during performance of this AGREEMENT.

#### ARTICLE 12 - INSURANCE

12.1 HARRIS shall furnish to CLIENT evidence of and maintain throughout the term of this AGREEMENT the following insurance:

1. Commercial general liability insurance of at least \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, or property damage and \$2,000,000 annual aggregate.

The policy shall contain, or be endorsed to contain the following provisions:

The CLIENT, its officers, officials, and employees are covered as additional insured as respects liability arising out of activities performed by or on behalf of HARRIS.

HARRIS' insurance coverage shall be primary insurance as respects the additional insured. Any insurance maintained by the CLIENT shall be excess of HARRIS' insurance, and shall not contribute with it.

HARRIS' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Professional liability insurance in an amount of at least \$1,000,000 per claim and in the aggregate per year.
3. Commercial automobile liability insurance of at least \$1,000,000 combined single limit per accident, for bodily injury and property damage.
4. Workers' Compensation and Employers Liability Coverage.  
The limit for employers liability is \$1,000,000.

12.2 Each insurance policy required by this article shall be endorsed to state that coverage shall not be cancelled by HARRIS except after 30 days prior to written notice has been given to the CLIENT by HARRIS.

12.3 CLIENT shall require Contractor(s) to name HARRIS as additional insured with respect to General Liability. The limits of coverage shall be the same as for the CLIENT.

12.4 HARRIS agrees to waive its rights of subrogation against the CLIENT to the extent permitted by law and each insurance policy required by this article shall include a waiver of subrogation by the insurance company in favor of the CLIENT.

12.5 If an excess liability on umbrella liability insurance policy is used to satisfy any of the limits of liability required by this Article, it shall satisfy each of the required terms and conditions required in this Article.

#### ARTICLE 13 - TERMINATION

13.1 This AGREEMENT may be terminated with or without cause, by either party after thirty days written notice. HARRIS shall have no liability to CLIENT on account of such termination.

13.2 In the event of any termination, HARRIS shall be paid for approved services rendered through the effective date of termination.

#### ARTICLE 14 - NOTICES

14.1 Any notice provided for herein shall be given in writing and by personal delivery or prepaid first class, registered or certified mail, addressed as follows:

To CLIENT: Paradise Irrigation District  
Attention: Kevin Phillips, Assistant District Manager  
6332 Clark Road  
Paradise, CA 95969

To HARRIS: Harris & Associates  
Attention: Eric Vaughan, Director  
1401 Willow Pass Road, Suite 500  
Concord, California 94520

#### ARTICLE 15 - ARTICLE HEADINGS

15.1 Article, paragraph and subparagraph headings are used for convenience only and shall not be deemed to alter or modify the content or intent of the articles, paragraphs, or subparagraphs which they head.

#### ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 HARRIS agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. HARRIS agrees to take affirmative action to assure that applicants are employed or retained, and that employees are treated without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training.

16.2 Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT.

16.3 All express representations, indemnifications or limitations of liability included in this AGREEMENT will survive its completion or termination for any reason.

16.4 If CLIENT consists of more than one person or entity, each individual person or partner comprising of the CLIENT shall be jointly and severally liable for all obligations under this AGREEMENT.

16.5 This AGREEMENT may be signed in counterparts. Together those counterparts comprise a single binding AGREEMENT. The Parties agree that the execution of this AGREEMENT by facsimile, electronic signatures or scanned and delivered PDF signatures via electronic mail shall be deemed valid and will be treated in all respects as having the same legal force and effect as an original signature.

IN WITNESS WHEREOF, the CLIENT has caused this AGREEMENT to be executed and HARRIS has caused this AGREEMENT to be executed, all as of the day and year first above written.

**PARADISE IRRIGATION DISTRICT**

By:  \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**HARRIS & ASSOCIATES, INC.**

By: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**\*\*\*END OF AGREEMENT\*\*\***