

TOWN OF PARADISE /PARADISE IRRIGATION DISTRICT LIAISON COMMITTEE MEETING AGENDA

Wednesday, January 22, 2020 - 10:00 AM

LOCATION: TOWN COUNCIL CHAMBER
5555 Skyway, Paradise, CA

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Dept., at 872-6291 ext. 102 or the Paradise Irrigation District Board Secretary at 877-4971 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk. Members of the public may address the Town Council/PID Board ONLY on the items listed on the special meeting agenda. If you wish to address the Town Council and PID Board on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting. All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council/PID Board will be available for public inspection at the Town Hall in the Town Clerk Department at 5555 Skyway, at the same time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m.

1. OPENING

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Roll Call & Introductions

2. PUBLIC PARTICIPATION

This is the time for members of the public to present items not scheduled on the Agenda. Comments should be limited to a maximum of five minutes. In accordance with State Law, no action may be taken on any item presented if it is not listed on the Agenda. Opportunity for public comment on Agenda items will be provided at the time they are discussed with comments limited to five minutes per Agenda item.

3 REVIEW AND DISCUSSION

- Town Update
- Water Update
- Status of PID Consolidation Study
- Sewer Project Update
- Fire Hydrant Ownership and Funding Cooperative Agreement (Information only)

4. ADJOURNMENT

AMENDMENT TO FIRE HYDRANT OWNERSHIP
AND FUNDING COOPERATIVE AGREEMENT

THIS AMENDMENT is to the Fire Hydrant Ownership and Funding Cooperative Agreement dated June 5, 1991 ("Agreement"), between the Town of Paradise, a municipal corporation of the State of California ("Town") and Paradise Irrigation District, a special district of the State of California ("District").

WHEREAS, Town and District have determined that certain water mains in low fire flow areas within the Town's incorporated limits need to be replaced to provide an adequate water supply to fire hydrants covered by the Agreement;

WHEREAS, it is necessary to amend the Agreement before the fire hydrant surcharge funds collected pursuant to the Agreement may be used to pay for the costs to replace such water mains; and

WHEREAS, Town and District have agreed to amend the Agreement so that the surcharge funds may be used to replace the water mains in accordance with the provisions of this Amendment.

NOW, THEREFORE, the parties do hereby agree to amend the Agreement as follows:

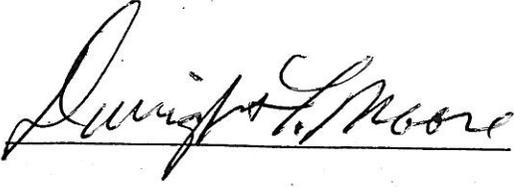
1. Section 2 of the Agreement shall be amended by the addition of a new subsection which shall read:

The term "water main" as used in this Agreement shall mean a PID-owned water main pipe supplying a fire hydrant in a low fire flow area as determined by the Town.

2. Section 5 of the Agreement shall be amended to read:

a. Town will inspect and test fire hydrants and appurtenances periodically to determine that they are functioning properly. If repairs or replacements are deemed necessary, Town will request in writing that District make such repairs or replacements. In

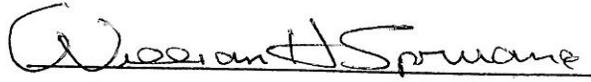
Approved as to form:

A handwritten signature in cursive script, reading "Dwight L. Moore", written over a horizontal line.

Dwight L. Moore

Town Attorney

Approved as to form:

A handwritten signature in cursive script, reading "William Spruance", written over a horizontal line.

William Spruance

District Counsel

Phil 6/10/91
cc: Claude Powers
Bill Spruance
Hendy Richards
TID Council 12/14/92

FIRE HYDRANT OWNERSHIP AND
FUNDING COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into on this 5th day of June, 1991, is by and between the TOWN OF PARADISE, a municipal corporation of the State of California (hereinafter referred to as "Town"), and PARADISE IRRIGATION DISTRICT, a special district of the State of California (hereinafter referred to as "District").

R E C I T A L S

WHEREAS, District owns and operates a water system that serves the majority of residents, businesses and landowners within the Town of Paradise; and

WHEREAS, Town provides fire protection service to such residents, businesses and landowners; and

WHEREAS, fire hydrants and appurtenances have been installed, and will continue to be installed, on District's water system within Town's incorporated limits; and

WHEREAS, Town and District both recognize that the provision of adequate fire suppression is a town-wide benefit; and

WHEREAS, adequately maintained fire hydrants and appurtenances thereto would promote the Town's ability to provide adequate fire suppression; and

WHEREAS, Town and District desire to take steps within their power to provide adequate maintenance of fire hydrants and appurtenances; and

WHEREAS, Town and District desire to provide for and acknowledge the ownership, maintenance and operation of said fire hydrants and appurtenances.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed between the parties hereto as follows:

1. JOINT EXERCISE OF POWERS:

This Agreement is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 (sections 6500, et seq.) of the Government Code relating to the joint exercise of powers. The purpose of this Agreement is to exercise the jointly held power to provide water for fire protection purposes and to provide for a fire hydrant maintenance program.

2. FIRE HYDRANTS AND APPURTENANCES:

a. As used in this Agreement, the term "fire hydrants and appurtenances" shall mean all fire hydrants, mainline tees, gate valves,

supply runs and bury-risers presently existing or hereafter installed on District's water system within Town's incorporated limits as typically illustrated on Exhibit A and made a part of this agreement. All future installations of fire hydrants and appurtenances shall be in accordance with Town's then current specifications.

b. The term "Developer" as used in this Agreement shall mean any project proponent who proposes a change in the density or intensity of the use of land/improvement and which is subject to an entitlement or permit approval by the Town of Paradise.

3. OWNERSHIP:

a. Upon execution of this Agreement, Town accepts and acknowledges ownership of all fire hydrants and appurtenances that are subject to this Agreement. District accepts and acknowledges that it has no claim to ownership of the fire hydrants and appurtenances.

b. Future installation of fire hydrants and appurtenances made by the District shall become the Town's property when District completes its work, the hydrants are charged with water and the Town is notified in writing. Future installations of fire hydrants and appurtenances made by developers shall become Town's property when District formally accepts the pipeline projects into its system, the hydrants are charged with water and the Town is notified in writing.

c. Town and District shall mutually determine as needed additional dedications, easements or conveyances by said Developers as may be necessary to maintain the water system, fire hydrants and appurtenances and as may be necessary to document ownership of the water system and fire hydrants and appurtenances.

d. District authorizes Town to enter upon District's property and easements to the extent necessary to implement this Agreement. Town authorizes District to enter upon Town's property and easements to the extent necessary to implement this Agreement.

4. SCOPE:

Both parties to this Agreement hereby acknowledge that they have a common interest in securing adequate volumes and pressures of water for utilization in fire suppression. However, nothing in this agreement is intended to nor shall be interpreted as an acceptance of responsibility for or allocation of the risks associated with utilizing water supplied by District for the purpose of fire suppression and such responsibility or allocation of risks associated therewith are specifically defined to be beyond the scope of this Agreement.

5. MAINTENANCE:

a. Town will inspect and test fire hydrants and appurtenances periodically to determine that they are functioning properly. If

repairs or replacements are deemed necessary, Town will request in writing that District make such repairs or replacements. In addition, Town will maintain the hydrants and appurtenances by painting and weeding, and by placing and maintaining blue reflective location markers in adjacent streets. In this regard, Town may issue expense statements to District for reimbursement of such material costs and District shall process a transfer of funds from the Fire Hydrant Surcharge Account to the Town.

b. District may operate hydrants and appurtenances for flushing, flow testing, draining, filling or other District purposes.

c. Upon written request from Town, District will repair, replace, install or relocate fire hydrants and appurtenances, provided that sufficient money is available in the Fire Hydrant Surcharge Account hereinafter described. Said repairs, replacements, installations or relocations shall be scheduled in the ordinary course of District's work unless Town notifies District that the situation constitutes an emergency. In addition, District may, with the written concurrence of Town, replace, install or relocate fire hydrants and appurtenances in connection with any upgrades or modifications to District's water system, and may charge the costs of such replacements, installations or relocations to the said Fire Hydrant Surcharge Account. Town may request a written cost estimate prior to commencement of any job. In that event, District shall not charge more than its written cost estimate without Town's approval.

6. FIRE HYDRANT SURCHARGE ACCOUNT:

a. Prior to April 1 of each year, District will confer with Town on any proposed water system upgrades and modifications that may impact the hydrant maintenance work program in the coming year with the understanding that emergency repairs and replacements may be necessary and that they are unforeseen at the time of these discussions.

b. Prior to May 1 of each year, Town will confer with District and notify District in writing of the estimated cost of operation, installation, capital, maintenance, repair, alteration, relocation and replacement of fire hydrants and appurtenances for the ensuing fiscal year pursuant to this Agreement. The estimate shall include the basis of calculation.

c. Pursuant to Government Code Section 53069.9, District shall fix and collect a Fire Hydrant Surcharge sufficient to pay the estimated costs determined by the Town to be necessary to maintain the fire hydrants and appurtenances pursuant to Paragraph 6(b) of this Agreement. Said surcharge shall apply to all water meter customers of District.

d. District shall establish and maintain a Fire Hydrant Surcharge Account to which all monies collected by District pursuant to this Agreement shall be credited, and from which all expenditures pursuant to this Agreement shall be made. All interest earned by the monies in this

Account shall be credited to this Account. District may reimburse itself from said account the reasonable costs of repairs, replacements, installations, and relocations made pursuant to Section 5.

e. At the end of the first year when costs have been determined, the District and Town by letter shall mutually agree upon a reasonable amount to cover District's cost in administering this Agreement including the cost of levying and collecting the Fire Hydrant Surcharge. The letter agreement shall also specify the method of determining such administrative costs in future years.

f. District shall provide Town with monthly statements of the activity and balance in the Fire Hydrant Surcharge Account. If the Town desires an audit beyond the normal annual audit provided by the District, then Town may, at Town's expense, audit such Account.

7. DEVELOPER REQUIREMENTS:

a. Water main and fire hydrant installation shall meet the most current standards of both the District and the Town.

b. Notwithstanding any other provision of this Agreement, Town shall require developers to meet fire flow requirements for all new developments with the cost of the materials and installation to be borne by the developer.

c. When a fire hydrant is required to be upgraded as the result of development, the cost shall be pro-rated with the Town paying for the material cost of the fire hydrant head and bury riser only from the fire hydrant surcharge account and the developer paying for the remaining materials and the cost of installation.

8. WATER FOR FIRE PROTECTION:

District shall provide water for fire suppression and periodic hydrant testing purposes at no charge to the Town. District shall supply such water at such pressures, volumes and locations as may be available in District's distribution system from time to time. However, it is the intention of District to upgrade the volumes and pressures of water supplied to fire hydrants and appurtenances whenever such upgrading is feasible.

9. INDEMNITY:

a. Town shall be responsible for and shall indemnify, defend and hold harmless the District from any and all liability, damage, loss, cost or expense which District may suffer as a result of the negligent or intentional acts or inactions of Town, its officers, agents, employees, subcontractors, subconsultants, jobbers, representatives, successors and assigns in the manner in which the water from the District is used for fire suppression and for the inspection, maintenance, repair or replacement of fire hydrants and appurtenances.

b. District shall be responsible for and shall indemnify, defend, and hold harmless the Town from any and all liability, damage, loss, cost or expense which Town may suffer as a result of the negligent or intentional acts or inactions of the District, its officers, agents, employees, subcontractors, subconsultants, jobbers, representatives, successors and assigns in the manner the maintenance, repair or replacement of all components of the water system other than fire hydrants and appurtenances.

c. Nothing contained in this Agreement constitutes an assumption by Town or District of any liability to the public that is not otherwise imposed by law. Neither Town nor District waives any immunities provided by law. This Agreement shall not be deemed to create the relationship of third-party beneficiary in any member of the public. In particular, this Agreement does not purport to create or allocate responsibility for fire flows or utilization of water for fire suppression. Neither Town nor District is required by this Agreement to indemnify the other against such responsibilities.

10. DISPUTE RESOLUTION:

Except as otherwise provided in subparagraph 10(e) below, any dispute arising under this Agreement shall be resolved in accordance with the provisions of this section.

a. Upon written notification by either party to the other of the existence of a dispute, said dispute shall first be referred for resolution to a meeting between the District Manager and the Town Manager. Said meeting shall be held within ten (10) days of receipt of written notification of the existence of such a dispute.

b. In the event said dispute is not resolved between the District Manager and the Town Manager, the dispute shall, by written notification by either party, be referred to the Liaison Committee for resolution. The Liaison Committee shall meet within fifteen (15) days of the written notification to resolve said dispute.

c. In the event said dispute is not resolved by the Liaison Committee, the dispute shall be referred to an independent arbitrator for an arbitration hearing to be conducted under the rules of arbitration as established by the California Arbitration Association except to the extent said rules conflict with any provisions set forth in this section. Said arbitrator shall be selected by the Liaison Committee. Said arbitrator shall have total and complete authority to resolve the dispute including the ability to fashion whatever necessary remedy and to award costs.

d. In the event the Liaison Committee is unable to agree, by a majority vote of all members of the Liaison Committee, on the selection of an independent arbitrator then each party shall select one arbitrator and those two arbitrators so selected shall select a third arbitrator to join the two to become a three member arbitration panel to hear the

dispute. Said arbitration panel shall have total and complete authority to resolve the dispute including the ability to fashion whatever necessary remedy and to award costs.

e. The provisions of Section 10 do not apply to:

(1) Disputes involving claims by or against third parties unless such third parties agree to submit such claims to the procedures set forth herein;

(2) Disputes involving the adequacy of fire flows or the manner in which water is utilized for fire suppression purposes; and,

(3) Disputes involving the ownership of fire hydrants or appurtenances.

11. MODIFICATION; TERMINATION:

a. The term of this Agreement shall be for an initial term of five (5) years starting July 1, 1991. On July 1, 1992 and on each and every July 1 thereafter, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in subparagraph (b) below.

b. If either party desires in any year not to renew the Agreement, that party shall serve written notice of nonrenewal of the Agreement upon the other party in advance of July 1. Unless such written notice of nonrenewal is served on the other party at least ninety (90) days prior to July 1, the contract shall be considered renewed as provided in subparagraph (a) above.

c. In the event of termination of this Agreement, Town shall retain ownership of the fire hydrants and appurtenances, and District shall turn over to Town all remaining funds in the Fire Hydrant Surcharge Account, and all remaining supplies purchased with funds therefrom.

d. Termination of this Agreement shall not affect District's obligation to levy charges and collect funds through the Fire Hydrant Surcharge. In no event shall the Fire Hydrant Surcharge authorized by this Agreement cease unless and until District has received prior written authorization from Town to discontinue the collection of funds under the Fire Hydrant Surcharge authorized herein. Any other service rendered by District to Town in connection with fire hydrants and appurtenances shall be charged to, and paid by, Town at District's rates established for the public generally, or at District's cost if no such rate applies. This subparagraph 11(d) shall survive the termination of the agreement.

e. After termination and expiration of this Agreement, any and all funds collected by District, relating to the Fire Hydrant Surcharge

shall be forwarded to Town within thirty (30) days after receipt of said funds by District.

f. This Agreement may be modified only in writing, signed by both parties. However, it is understood by both parties that it may require some time to develop appropriate procedures to implement this Agreement and that the developments of these procedures may require modification of this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date above mentioned.

TOWN OF PARADISE

By: 
Kenneth S. Whorton, Town Manager

PARADISE IRRIGATION DISTRICT

By: 
C. Phillip Kelly, Jr., District Manager

APPROVED AS TO FORM:


Brad L. Fuller, Town Attorney

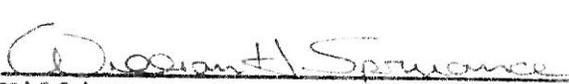

William H. Spruance, PID Attorney

EXHIBIT "A"

largest outlet faces street



letters are welded or imprinted on cover

LONG BEACH 425 or 430 as required. Install with positive break-off check valve

varies

concrete box

30" min

24" min.

6"
10"
12"

CORRUGATED PLASTIC CAN STOCK

WIRE

LB
400

ringite x flange tee and flange x ringite valve

pour thrust blocks against undisturbed native soil or compacted fill

