

**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF EL DORADO AND
EL DORADO COUNTY WATER AGENCY**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Water Agency, a public agency whose principal place of business is 1107 Investment Boulevard, Suite 240, El Dorado Hills, CA 95762 (hereinafter referred to as "EDWA").

RECITALS

WHEREAS, the County is currently in the environmental planning and design phase for the El Dorado Drainage Improvement Project ("Project"), Capital Improvement Program number 36106004; and

WHEREAS, the County's Department of Transportation is in the process of issuing a Request for Proposal ("RFP") to commence the Drainage Study and environmental planning phase for the Project. The County will be selecting a Consultant to provide the Drainage Study with a total project budget of **One Hundred Sixty Thousand Dollars and 00/100 (\$160,000.00)**; and

WHEREAS, the Project currently has a federal grant fund allocation for Fiscal Years 2024-25, 2025-26, and 2026-27; and

WHEREAS, the Project is budgeted for environmental planning and design support in the amount of **One Hundred Sixty Thousand Dollars and 00/100 (\$160,000.00)**; and

WHEREAS, the County and EDWA are partnering to produce a Drainage Study for the Slate Creek watershed and drainage infrastructure in the town of El Dorado to improve drainage in the area. This Drainage Study evaluating the town of El Dorado will be split into two (2)

phases of work: Phase 1, focusing on the overall Slate Creek watershed, and Phase 2, focusing on infrastructure within Pleasant Valley Road in County right-of-way, and the town of El Dorado (refer to Exhibits EX-1 and EX-2); and

WHEREAS, on May 9, 2025, EDWA's Board made a finding that supporting the County's Project is in the interest of the EDWA related to countywide flood control planning; and authorized the EDWA to provide payment to the County for purposes of reimbursing the amount of the Phase 1 Drainage Study (overall Slate Creek watershed) based on the actual costs awarded for the Phase 1 environmental planning and design work, not to exceed **Eighty Thousand Dollars and 00/100 (\$80,000.00)** to support the County Department of Transportation's effort to improve drainage in the town of El Dorado.

NOW THEREFORE, the parties do hereby agree as follows:

1. **Payment of Funds.** EDWA agrees to pay the County fifty percent (50%) of the total actual amount of the Phase 1 Drainage Study work, not to exceed **Eighty Thousand Dollars and 00/100 (\$80,000.00)** as a one-time funding contribution for the cost to complete the Drainage Study and environmental planning for the Project. County and EDWA agree that the payment from EDWA is for planning, study and design purposes and in no event shall such funds contribute to or fund actual construction of improvements. County will invoice EDWA for the actual amount of the Phase 1 Drainage Study work, in an amount not to exceed **Eighty Thousand Dollars and 00/100 (\$80,000.00)** and EDWA will authorize the transfer of the funds to County's account via a journal entry.
2. **Term.** This MOU shall become effective when fully executed by the parties hereto and shall expire when the Drainage Study work is accepted and complete, or on **June 30, 2027**, whichever comes first.
3. **Termination.** Either party may terminate this MOU upon thirty (30) days written notice to the other.

4. Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

To County:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew Smeltzer
Deputy Director, Engineering

or to such other location as County directs.

Notices to EDWA shall be addressed as follows:

To El Dorado Water Agency:

El Dorado Water Agency
1107 Investment Boulevard, Suite 240
El Dorado Hills, California 95762

Attn: Rebecca Guo
General Manager

With a copy to:

Sloan Sakai Yeung, &Wong, LLP
555 Capitol Mall, Suite 600
Sacramento, CA 95814

Attn: DeeAnne Gillick
General Counsel EDWA

or to such other location as EDWA directs.

5. Amendment. This MOU may be amended only by mutual written agreement and shall become effective only when fully executed by the duly authorized officers of the parties hereto. Any such amendment will be consistent with the purpose of this MOU.

6. County Administrator. The County office or employee with responsibility for administering this MOU is Matthew Smeltzer, Deputy Director, Engineering, Department of Transportation, or successor.

7. Authorized Signatures. The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law

or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

8. Venue. Any dispute resolution action arising out of this MOU shall be brought in El Dorado County and shall be resolved in accordance with the laws of the State of California.

9. Indemnity. County specifically agrees to indemnify, defend, and hold harmless EDWA, its board members, officers, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out or or in any way connected with the Project or this MOU. County shall pay all costs and expenses that may be incurred by EDWA in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this MOU.

10. Entire Agreement. This document and any documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates indicated below.

EL DORADO COUNTY WATER AGENCY:

By: Rebecca Guo
Rebecca Guo
General Manager

Dated: 05/22/2025

COUNTY OF EL DORADO:

By: George Turnbo
George Turnbo, Chair
Board of Supervisors "County"

Dated: 6/24/2025

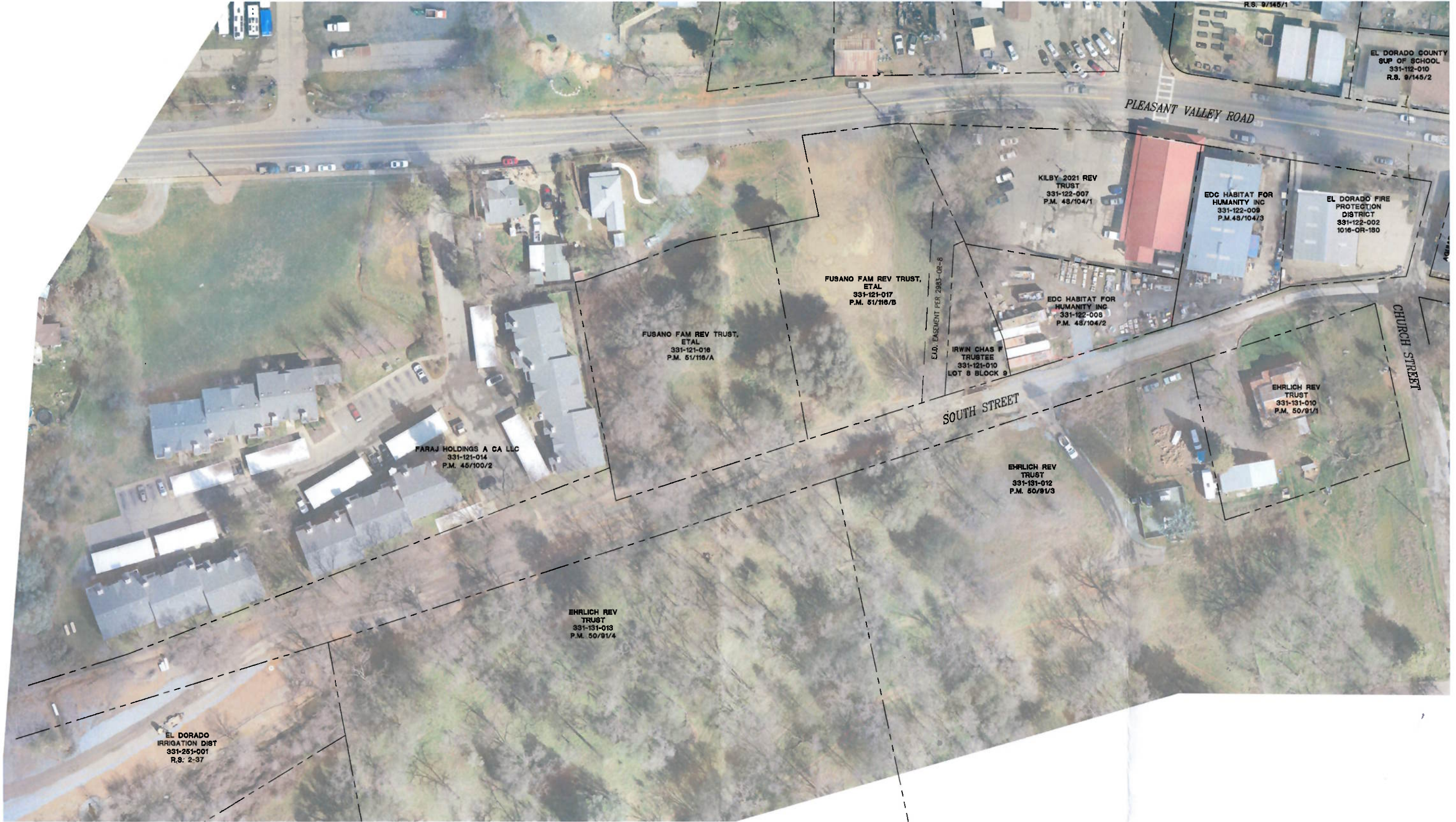
ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: Kim Dawson
Deputy Clerk

Dated: 6/24/2025

FOR REDUCED PLANS
2
1
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ORIGINAL SCALE IS IN INCHES
Drawing name: Z:\Civil 3D\Projects\2196 Intersection Safety Improvements\CADD Files\RW\Propnet-L Dorado.dwg Layout Tab: EX-1 Mar 28, 2025 - 4:46pm Dieich



PRELIMINARY

PROPERTY NETWORK
SCALE : 1" = 40'

REVISION				
	NUMBER	DATE	DESCRIPTION	BY

PREPARED UNDER THE SUPERVISION OF :	DESIGNED: JCN
REGISTERED CIVIL ENGINEER	CHECKED: DATE: 11/6/2023
DATE:	ROAD NUMBER:



COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION

EL DORADO DRAINAGE IMPROVEMENTS	SHEET EX-1 1 OF 2 W.O. No. 36106004
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FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES
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PRELIMINARY

COUNTY PROJECT LIMITS
SCALE : 1" = 30'

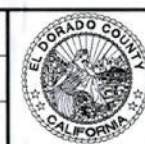
REVISION	NUMBER	DATE	DESCRIPTION	BY

PREPARED UNDER THE SUPERVISION OF :

REGISTERED CIVIL ENGINEER

DATE:

DESIGNED: DES
CHECKED: CAD
DATE: 3/28/25
ROAD NUMBER:



COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION

EL DORADO DRAINAGE

SHEET
EX-2
2 OF 2
W.O. No.
36106004