

**COOPERATIVE AGREEMENT
BETWEEN COUNTY OF EL DORADO AND
EL DORADO COUNTY WATER AGENCY**

This **COOPERATIVE AGREEMENT** (“Agreement”) 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 "Agency").

RECITALS

WHEREAS, the County and Agency have a long history of cooperation working together to advance water resources management in El Dorado County and recently renewed that cooperative commitment as set forth in the Memorandum of Understanding 8984 between the County and Agency approved by the County Board of Supervisors on August 13, 2024 and approved by the Agency Board of Directors on August 14, 2024 to confirm collaboration and support amongst the parties to ensure alignment and promote the management of water related resources in El Dorado County.

WHEREAS, during the development of the 2019 Water Resources Development and Management Plan (“WRDMP”), the Agency in partnership with the County’s GIS department developed an online GIS Water Portal (“GIS Water Portal”) to facilitate efficient and effective data sharing among local agencies and with the public to streamline access and disseminate information and data pertinent to water management in El Dorado County.

WHEREAS, presently, the GIS Water Portal is maintained by the County and is accessible at <https://eldoradoh2o-eldoradocounty.hub.arcgis.com/> and provides four use cases:

- Water Outlook – Provides a water outlook in El Dorado County by presenting real-time data as compared to historical data.

- Drought Monitor – Provides an early warning of when local drought conditions exist or are likely to occur based on defined indicators from the Upper American River Basin Regional Drought Contingency Plan.
- Interactive Data Layers – An interactive map to enable local agencies and the general public to view individual and overlaid GIS layers in a customized display.
- Where is My Water From? – Using an address or location, determine the water purveyor for the identified area based on service area boundaries.

WHEREAS, in order to provide for the continued maintenance and allow for the GIS Water Portal information to remain current and up to date in an efficient and cost effective manner, the County and Agency desire to provide the Agency an Agency-specific ArcGIS Online account allowing the Agency to manage and update the GIS Water Portal in a manner that allows the County and Agency to continue to cooperatively share data and information.

NOW THEREFORE, the parties do hereby agree as follows:

- 1. Agency GIS Water Portal Access.** The County and the Agency agree that the County will provide the Agency an Agency-specific ArcGIS Online Creator account within the County’s existing Ersi ArcGIS Online environment to allow the Agency, including its staff and designated consultants, to manage and update the GIS Water Portal.
- 2. Payment of Funds.** Agency agrees to reimburse the County the yearly costs paid by the County to their ArcGIS vendor (Esri) to provide the Agency an ArcGIS Online Creator account. Based on Esri’s pricing for 2025, the initial yearly amount to obtain an ArcGIS Creator Account for the Agency in 2025 is Five Hundred Fifty Dollars (\$550). The amount shall remain consistent with Esri’s pricing and is not to exceed an amount of Five Thousand Dollars (\$5,000.00) each year. County will invoice Agency for the actual amount of the ArcGIS Online Creator account yearly in an amount consistent with this Agreement and Agency will authorize the transfer of the funds to County’s account via a journal entry.

3. **Term.** This Agreement shall become effective when fully executed by the parties hereto and shall continue until such time as terminated by either party or until such time as the yearly cost exceeds Five Thousand Dollars whichever occurs first.
4. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other.
5. **Fiscal Considerations.** The parties to this Agreement recognize and acknowledge that Agency and County are governmental entities within the State of California and subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. Notwithstanding any other provision of this Agreement to the contrary, Agency shall give notice of termination of this Agreement in the event of adoption of a proposed budget that does not provide funds for the payment of services as set forth in this Agreement.
6. **Notice to Parties.** All notices to be given by the parties hereto shall be in writing and served be either in person or 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
2850 Fairlane Court
Placerville, California 95667

Attn.: Surveyor's Office

or to such other location as County directs.

Notices to Agency 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: General Manager

With a copy to:

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

Attn: El Dorado Water Agency
General Counsel

or to such other location as Agency directs.

- 7. Amendment.** This Agreement 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.
- 8. County Administrator.** The County office or employee with responsibility for administering this MOU is Jennifer Carlton, Surveyor's Office, or successor.
- 9. Authorized Signatures.** The parties to this AGREEMENT represent that the undersigned individuals executing this AGREEMENT 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.
- 10. Venue.** Any dispute resolution action arising out of this AGREEMENT shall be brought in El Dorado County and shall be resolved in accordance with the laws of the State of California.
- 11. Assignment.** No party can assign, transfer, or otherwise substitute its interest or obligations under this Agreement without the written consent of the other Party.
- 12. 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.

13. Counterparts. This Agreement may be executed in counterparts, any of which may be used as the original and taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

EL DORADO COUNTY WATER AGENCY:

By: Rebecca Guo
Rebecca Guo
General Manager

Dated: 01/06/2026

COUNTY OF EL DORADO:

By: _____
Chair,
Board of Supervisors "County"

Dated: _____

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____