



**AGENDA REQUEST
Regular Meeting, October 12, 2022**

TO: Board of Directors

FROM: Kenneth V. Payne, P.E., General Manager

DATE: October 6, 2022

SUBJECT: Amendment to Services Agreement between the El Dorado County Water Agency and the County of El Dorado

BACKGROUND/DISCUSSION:

On February 8, 2017 the Agency’s Board approved a Services Agreement between the El Dorado County Water Agency and the County of El Dorado. The El Dorado County Board of Supervisors subsequently approved the agreement at their February 14, 2017 Board Meeting. This agreement formalized the administrative and operational support services El Dorado County has provided to the Water Agency, on a cost sharing basis, for many years. The County has provided these services to the Water Agency through various County departments, including the Auditor/Controller, Human Resources, Information Technologies, Insurance/Risk Management and Treasurer/Tax Collector.

(Attached: 2017 Services Agreement, First Amendment to Services Agreement, Resolution WA-16-2022)

RECOMMENDATION:

Staff recommends the Board: 1) Review and approve the attached First Amendment to Services Agreement between the County of El Dorado and the El Dorado County Water Agency; and 2) Adopt Resolution WA-16-2022 Approving First Amendment to Services Agreement between the County of El Dorado and the El Dorado County Water Agency.

ACTION OF AGENCY ON: The Board: 1) Reviewed and approved the attached First Amendment to Services Agreement between the County of El Dorado and the El Dorado County Water Agency; and 2) Adopted Resolution WA-16-2022 Approving First Amendment to Services Agreement between the County of El Dorado and the El Dorado County Water Agency.

VOTE:

Unanimous _____ or

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Directors, El Dorado County Water Agency.

Ayes: Parlin, Peterson, Thomas, Thornbrough, Turnboo

Noes: none

Abstentions: none

Absent: none

Date 10/24/22

Attest:
By Jane Sawcoff
Deputy Clerk of the Agency

While the Agency is a separate, independent entity, section 38 of the Water Agency Act, authorizes the County to provide staffing and services to the Agency as determined by the Agency Board. The Agency and the County have had a long history of cooperation and the County has provided certain operational and administrative support to the Agency for many years. This arrangement has been an effective and efficient way to support the Agency with its administrative budget and limited staffing model. Pursuant to the 2017 Services Agreement the County provides certain support services to the Agency such as payment processing, payroll services, employee benefits, telephone services, computer and technology support, risk management and insurance services. The Services Agreement provides the detail for the various support services being provided as well as the charges and allocations paid by the Water Agency for the County's services.

It was recently discovered that the Services Agreement did not formalize and include specific language in Exhibit "A" regarding Property Insurance. The County has been providing property insurance coverage to the Agency and staffs of both agencies have worked together to amend the agreement to reflect that property insurance has been provided and will continue to be provided by the County. The Amendment to Services Agreement includes a new item D to the existing Exhibit "A" Risk Management/Insurance Services as follows:

d. Property Insurance. County agrees to provide the same Property Insurance coverage to Agency as is provided to the County Departments. Agency shall participate in and comply with County's related loss control process and programs during Agency's participation in the County Property insurance program.