

El Dorado County Water Agency

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT to that Services Agreement made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and the El Dorado County Water Agency ("Agency" or "EDCWA"), a body politic and corporate formed and existing as an independent agency separate and apart from the County pursuant to Chapter 96, et.seq. of the California Water Code Appendix ("CWCA"), whose principal place of business is 4330 Golden Center Drive, Suite C, Placerville, California 95667;

RECITALS

WHEREAS, Agency has engaged County to provide administrative and operational support services through its various departments to Agency on a cost sharing basis, pursuant to Services Agreement, dated February 14, 2017, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include new language regarding Property Insurance, amending **Exhibit "A" Risk Management/Insurance Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Agency mutually agree to amend the terms of the Agreement in this First Amendment to Services Agreement on the following terms and conditions:

- I. **Exhibit "A" Risk Management/Insurance Services**, of the Agreement is amended in its entirety to read as follows:
 - a. General Liability and Risk Management Pool. Agency is covered under the County's General Liability Risk Pool and excess insurance programs which are administered by the County's Risk Management Pool (the program and its administration are collectively referred to as "Pool"). County and Agency agree to utilize the current, and as may be amended in the future, Pool procedures, formulas, protocols and charges. Agency reserves the right to choose its own counsel where appropriate under the circumstances and agrees to consult with the County when considering engaging special counsel for claims and/or litigation covered under the Pool program. Where the Agency declines representation by County Counsel's office of covered claims or litigation, or where Agency declines outside counsel provided and/or offered by County, Agency and not the Pool will pay for costs Agency incurs for such special counsel. Agency's participation in the Pool and its benefits shall automatically terminate upon Agency obtaining coverage

under a separate general liability insurance program and providing County with advance notice of same in accordance with Subsection 6.b. of the main body of this Agreement, except, however, existing claims and covered occurrences not then filed as claims shall continue to be covered and administered by the Pool. Such termination shall not prevent Agency from reapplying to County for inclusion in the Pool subject to Agency meeting then current Pool underwriting and program criteria.

- b.** Workers' Compensation. County agrees to provide the same Workers' Compensation insurance coverage (including excess insurance) to Agency as is provided to County departments. Agency shall participate in and comply with County's Workers' Compensation related loss control processes and programs during Agency's participation in the County Workers' Compensation insurance programs.
- c.** By February 1 of each year, County will notify Agency in writing of the various Pool and insurance charges for the following fiscal year. The charges will be developed using the same criteria and formulas as used for County Departments. Agency will pay the charges in the same time frames as County Departments which currently is quarterly.
- 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.

Except as herein amended, all other parts and sections of Services Agreement shall remain unchanged and in full force and effect.

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

-- EL DORADO COUNTY WATER AGENCY --

By: _____ Dated: _____

Lori Parlin
Chair, Board of Directors
"Agency"

By: _____ Dated: _____

Tami Scowcroft
Clerk, Board of Directors