



Legislation Text

File #: 17-0180, **Version:** 1

County Counsel recommending the Board authorize the Chair to sign a Services Agreement between the County of El Dorado and the El Dorado County Water Agency for the County to provide operational support services as described in the Services Agreement to the El Dorado County Water Agency.

FUNDING: N/A

DEPARTMENT RECOMMENDATION

County Counsel recommending the Board authorize the Chair to sign the Services Agreement between County of El Dorado County and the El Dorado County Water Agency. (Attachment B)

DISCUSSION / BACKGROUND

The El Dorado County Water Agency (EDCWA) has been an independent agency since 1959. Following the EDCWA's formation, the County of El Dorado ("County") provided administrative and various other support services through its departments to the EDCWA. Through its resolutions and agreements, EDCWA's Board of Directors authorized various services to be provided and EDCWA functions to be performed by the County including those of the Auditor/Controller, General Services, Human Resources, Information Technologies, Insurance, Risk Management, Treasurer/Tax Collector and Worker's Compensation. In the 2005 timeframe, a Memorandum of Understanding was developed to formalize the arrangement. Although a fully executed copy of the 2005 MOU has not been located, services continued to be performed by the County and the County was compensated by the EDCWA for those services in accordance with the 2005 MOU.

In order to memorialize and update the nature of the services to be provided by the County to EDCWA and the method and manner of compensation to the County by EDCWA for providing those services, the parties entered into negotiations on a Services Agreement. The services to be provided by the County under the terms of the Services Agreement include the following:

"a. Administration Services

(i) Budgeting: As requested by Agency, assistance to Agency in administering and monitoring its operations, under the direction of the Agency's General Manager and based on Agency policies; and, to assist Agency in system set-up and processing expenditures based on Agency's annual budget as approved by the Agency's Board of Directors.

(ii) Risk Management/Insurance programs, oversight and services. For specific programs, coverage and scope see attached Exhibit "A", made a part of this Agreement.

(iii) General support services (including purchasing, central stores, printing (duplicating) and mail/courier)

b. Auditor/Controller

- (i) Internal Auditing as requested (including special projects and reporting) by Agency
- (ii) Document Processing (including audit, payment, posting and disbursement)
- (iii) Payroll Operations and Processing (bi-weekly payroll and related reports, and benefits processing, including reporting as required under Agency's separate contract for PERS pension benefits)
- (iv) General Government Work (including final budget work, property tax and taxpayer assistance)
- (v) Fixed Asset Inventory Controls

c. Human Resources and Employee Benefits - County will provide human resources services and employee benefits as requested by Agency. The specific programs and responsibilities to be provided by the County are set forth in Exhibit "B", made a part of this Agreement.

d. Information Technologies -County will provide support for server, network, telephone communications, and desktop computers, and will provide website support and updates. The specific services to be provided by County are set forth in Exhibit "C," made a part of this Agreement.

e. Treasurer/Tax Collector-County collects taxes, deposits Agency funds and invests Agency funds." (Agreement ¶ 2).

Under the terms of the Services Agreement, EDCWA will be charged for the services in the same manner as any County department receiving such services. (Agreement ¶ 3).

The Services Agreement has been circulated and reviewed by the affected County departments and their comments and suggestions have been incorporated into the final Services Agreement.

On February 8, 2017 the EDCWA Board of Directors by resolution approved the Agreement. (Attachment C). This matter is being brought forward as an addendum agenda item to ensure its approval prior to the effective date of the Services Agreement on February 18, 2017.

ALTERNATIVES

(1) The Board of Supervisors could choose to not approve the Services Agreement and provide direction to staff to continue negotiations on the terms and conditions of the Services Agreement. This would result in a delay in the implementation of the Services Agreement thereby leaving the exact nature of the relationship uncertain.

(2) The Board of Supervisors could decide that it is not willing to enter into a Services Agreement with EDCWA.

OTHER DEPARTMENT / AGENCY INVOLVEMENT

N/A

CAO RECOMMENDATION

Approve and authorize the Chair to sign the Services Agreement.

FINANCIAL IMPACT

There is no net County Cost associated with this Agreement as the County will be reimbursed by EDCWA for the services provided.

CLERK OF THE BOARD FOLLOW UP ACTIONS

Following Board approval, the Board Clerk will forward three (3) fully executed originals of the Services Agreement to the Chief Administrative Office for distribution and administration.

STRATEGIC PLAN COMPONENT

Good Governance

CONTACT

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