

# ORIGINAL

## FIRST AMENDMENT TO MASTER CONSTRUCTION RESPONSIBILITY AND REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND THE EL DORADO IRRIGATION DISTRICT

**THIS FIRST AMENDMENT** to that Master Construction Responsibility And Reimbursement Agreement Between The County Of El Dorado And The El Dorado Irrigation District 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 Irrigation District, a special district created pursuant to State law (hereinafter "EID")

### RECITALS

**WHEREAS**, County and EID have entered into an agreement to facilitate the inclusion of improvements either anticipated or non-anticipated, to either entity's roadways or facilities within the scope of work of the other entity's improvement projects and, to identify payment responsibilities and facilitate, when necessary, the reimbursement of costs for those expenses incurred and agreed upon in conducting the work pursuant to Master Construction Responsibility And Reimbursement Agreement Between The County Of El Dorado And The El Dorado Irrigation District, dated August 18, 2015, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's notice recipient, County's employee with responsibility in administering the Agreement, and to extend the expiration date of August 18, 2020 for five (5) additional years, amending **Section F, General Provisions**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Master Construction Responsibility And Reimbursement Agreement on the following terms and conditions:

- I. **Section F, General Provisions**, Subsections 4, 5, and 15 are amended in their entirety to read as follows
  4. 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.: Rafael Martinez  
Director

or to such other location as County directs in writing.

Notices to EID shall be addressed as follows:

To EID:

El Dorado Irrigation District  
2890 Mosquito Road  
Placerville, California 95667

Attn.: Brian Mueller  
Director of Engineering

With a copy to:

El Dorado Irrigation District  
2890 Mosquito Road  
Placerville, California 95667

Attn.: Elizabeth Dawson  
Engineering Manager

or to such other location as EID directs in writing.

5. The County officer or employee with responsibility for administering this Agreement is Rafael Martinez, Director of Transportation, or successor.

15. The term of this Agreement shall be ten (10) years, as amended, from the effective date.

Except as herein amended, all other parts and sections of Master Construction Responsibility And Reimbursement Agreement Between The County Of El Dorado And The El Dorado Irrigation District shall remain unchanged and in full force and effect.

**Requesting Department Concurrence:**

By:   
Rafael Martinez  
Director of Transportation

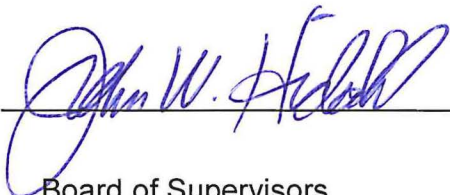
Dated: 8/4/2020

Reviewed and Approved on: 8/10/2020  
Date

By:   
EID General Counsel's Office

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Master Construction Responsibility And Reimbursement Agreement Between The County Of El Dorado And The El Dorado Irrigation District Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By:   
Board of Supervisors  
"County"

Dated: 8/21/20  
Approved By the El Dorado  
County Board of Supervisors  
August 4, 2020

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 8/4/2020

--EL DORADO IRRIGATION DISTRICT--

By:   
Jim Abercrombie  
General Manager  
EID

Dated: 8/16/2020