## REIMBURSEMENT AGREEMENT #223-F1611 AMENDMENT 1

This Amendment 1 to that Reimbursement Agreement #223-F1611, 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 El Dorado Irrigation District, a special district, organized under the laws of California (Water Code §§ 20500 et seq.), whose principal place of business is 2890 Mosquito Road, Placerville, CA 95667; (hereinafter referred to as "EID");

## RECITALS

WHEREAS, EID has been awarded FY 2014 Homeland Security Grant funds by County to update the Drinking Water Emergency Action Plan (EAP) (hereinafter referred to as the "Plan");

WHEREAS, the parties hereto have mutually agreed to amend the final acquired date of the Plan and invoice to County of said Agreement, hereby amending Article II Use of Funds and

**NOW THEREFORE**, the parties do hereby agree that Reimbursement Agreement #223-F1611 shall be amended a first time as follows:

## ARTICLE II

Use of Funds: EID will use the funds to be reimbursed by County solely for the update to the Plan. EID shall directly contract with and manage the contract with the consultant for the Plan. EID will acquire the update to the Plan by May 31, 2016, or expiration date of grant if a time extension is granted for this project, and present the County with an invoice for payment. In the event EID does not acquire the update to the Plan by the grant's expiration date, and invoice the County by the grant's expiration date, or in the event EID does not adhere to grant purchasing/contracting guidelines, County's obligation for payment shall be null and void, and upon written demand by County, EID shall return any funds it has received from County and not spent on the Plan to County within thirty (30) days of mailing of written demand of County.

EID shall submit to County its statement of the total sum of an amount not to exceed \$6,300.00 identical to Attachment A, noting that the update to the Plan has been completed. Such statement shall be signed under penalty of perjury by an authorized signatory of the EID.

Except as herein amended, all other parts and sections of that Agreement #223-F1611 shall remain unchanged and in full force and effect.

Dated: 2/9/16

**Requesting Department Head Concurrence:** 

John D' Agostirii

Sheriff

**IN WITNESS WHEREOF**, the parties hereto have executed this first Amendment to that Reimbursement Agreement #223-F1611 on the dates indicated below.

## -- COUNTY OF EL DORADO --

ATTEST: James S. Mitrisin, Clerk

of the Board of Supervisors

EL DORADO
By:  Ron Mikulaco, Chairma Board of Supervisor
By:
Dated:
EL DORADO IRRIGATION DISTRICT  Approved By:  Jose Perez, Human Resources