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**AMENDMENT TO
SUPPLEMENTAL WATER ACQUISITION PROJECT
COST SHARE AGREEMENT**

This Amendment to Supplemental Water Acquisition Project Cost Share Agreement (“Amendment”) is made and entered into as of the 16th day of September 2009, its Effective Date, by and among the following parties:

- The County of El Dorado (“EDC”),
- The El Dorado County Water Agency (“EDCWA”), and
- The El Dorado Irrigation District (“EID”),

each individually a “Party” and collectively the “Parties”;

WHEREAS, on November 22, 2005, the Parties together with the Georgetown Divide Public Utility District (“GDPUD”) entered into the El Dorado-SMUD Cooperation Agreement with the Sacramento Municipal Utility District (the “Cooperation Agreement”) that sets forth the Parties’ and GDPUD’s agreed rights, conditions and obligations regarding the use of the Upper American River Project (UARP) facilities for the diversion and storage of water; and

WHEREAS, concurrent with their entrance into the Cooperation Agreement, the Parties and GDPUD also entered into the El Dorado Intra-County Coordination Agreement (the “Coordination Agreement”) which allocates the benefits, burdens, rights and obligations obtained through the Cooperation Agreement among the Parties and GDPUD, specifically allocating to EID the Carryover Storage in the UARP; and

WHEREAS, on or about December _____, 2007, the Parties and GDPUD entered into the Supplemental Water Acquisition Project Cost Share Agreement (the “Cost Share Agreement”) by which they collectively provided a mechanism for the sharing and funding of the costs and expenses (“Costs”) of acquiring the water supply to be diverted through and stored in the UARP facilities pursuant to the Cooperation Agreement and Coordination Agreement (“Supplemental Water”); and

WHEREAS, on March 11, 2009 and after partial performance of the Cost Share Agreement, the Parties and GDPUD entered into the Transition Agreement by which GDPUD, among other acts and provisions, withdrew, was released from, and surrendered all its rights and obligations arising under the Coordination Agreement and Cost Share Agreement; and

WHEREAS, at the time the Parties entered into the Cost Share Agreement they did not make express provision for the funding or the acquisition by purchase, exchange and/or transfer of a water supply solely to be stored in and used as Carryover Storage in the UARP; and

WHEREAS, the Parties desire by this Amendment to authorize the acquisition and identify the obligation of each Party to contribute to the funding of a water supply dedicated solely to Carryover Storage in the UARP by purchase, exchange and/or transfer.

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Cost Share Agreement only by adding the following provision:

“1.1.1. Carryover Storage Water. If water is acquired in one or a series of purchases, exchanges and/or transfers that is solely to be stored in and used as Carryover Storage in the UARP as those terms are defined and provided for in the Cooperation Agreement, the purchase, exchange and/or transfer price, State Board filing fees and all CEQA compliance costs for such transaction(s) (“Price”) are not Costs to be shared pursuant to this Agreement. Consistent with the allocation by Section 1.1.3 of the Intra-County Coordination Agreement, the Price shall be contributed solely by EID to EDWPA at EDWPA’s reasonable request. Any payment toward purchase, exchange and/or transfer price shall be paid to EDWPA at least 20 days in advance of the due date of the payment. EDWPA may periodically make requests for reasonable advances toward consultant costs, filing fees, other State Board costs, and CEQA compliance. All other expenses associated with such transaction(s) incurred by EDWPA as the Designated Representative shall be Costs to be shared among the El Dorado Parties as provided in this Agreement. EDWPA and EID may, if feasible, enter into an agreement for payment by EID directly to the party entitled to payment of any portion of the Price.”

2. Except as amended by the addition provided above, and, to the extent modified by the Transition Agreement, all of the terms and conditions of the Cost Share Agreement remain in full force and effect.

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument effective as of its Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of its Effective Date.

Suzanne Allen de Sanchez
Clerk

Attest:

(Signature) Tyler
Deputy Clerk

Attest:

Jani Scowcroft, Deputy clerk

County of El Dorado

By: *(Signature)*

BOARD DATE 11-10-09


El Dorado County Water Agency

By: *(Signature)*

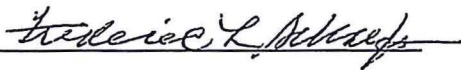
El Dorado Irrigation District

By: 

Attest:



APPROVED AS TO FORM:

By: 

By: 

By: 
