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Irrigation and M&I  
R.O. 10/31-2001  
Rev. R.O. 11/01-2001  
Rev. R.O. 11/12-2002  
Contract No.  
14-06-200-8292A-IR7

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

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INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES,  
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,  
AND  
COUNTY OF FRESNO  
PROVIDING FOR PROJECT WATER SERVICE

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THIS CONTRACT, made this 24<sup>th</sup> day of April, 2003, in  
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as  
amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,  
1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and  
Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to  
as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred  
to as the United States, THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF  
CALIFORNIA, hereinafter referred to as DWR, and COUNTY OF FRESNO, hereinafter referred to  
as the Contractor, a public agency of the State of California, duly organized, existing, and acting  
pursuant to the laws thereof, with its principal place of business in Fresno, California;

27 WITNESSETH, That:

28 EXPLANATORY RECITALS

29 WHEREAS, the United States, DWR, and the Contractor entered into an interim  
30 renewal contract identified as Contract No. 14-06-200-8292A-IR6, hereinafter referred to as the  
31 Existing Interim Renewal Contract, which provided for the continued water service to the  
32 Contractor from March 1, 2002, through February 28, 2003; and

33 WHEREAS, the United States, DWR, and the Contractor believe that further  
34 negotiations on the long-term renewal contract would be beneficial and mutually commit to continue  
35 to negotiate to seek to reach agreement, and the Contractor has requested a subsequent interim  
36 renewal contract pursuant to Article 2 (b)(1) of Interim Renewal Contract No. 14-06-200-8292A-IR5;  
37 and

38 WHEREAS, the United States has determined that the Contractor has to date fulfilled  
39 all of its obligations under the Existing Interim Renewal Contract; and

40 WHEREAS, the United States is willing to renew the Existing Interim Renewal  
41 Contract pursuant to the terms and conditions set forth below;

42 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein  
43 contained, it is hereby mutually agreed by the parties hereto as follows:

44 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

45 1. The terms and conditions of the Existing Interim Renewal Contract are hereby  
46 incorporated by reference into this Contract with the same force and effect as if they were included in  
47 full text with the exception of Article 1 thereof, which is revised as follows:

48 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim

49 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from  
50 March 1, 2003, and shall remain in effect through February 29, 2004, and thereafter will be renewed  
51 as described in Article 2(a) of Interim Renewal Contract No. 14-06-200-8292A-IR5 if a long-term  
52 renewal contract has not been executed with an effective commencement date of March 1, 2004.”

53 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is  
54 amended by deleting the date “February 15, 2003,” and replacing same with the date  
55 “February 15, 2004.”

56 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is  
57 amended by deleting the dates “February 1, 2003,” “February 15, 2003,” and “February 28, 2003,”  
58 and replacing same with the dates “February 1, 2004,” “February 15, 2004,” and “February 29, 2004,”  
59 respectively.

60 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal  
61 contract as of the day and year first above written.

62 APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
63 */s/ James E. Turner*  
64 OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By: /s/ Susan L. Ramoa  
For Regional Director, Mid-Pacific Region  
Bureau of Reclamation

68 Approved as to Legal Form and  
69 Sufficiency:

THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF CALIFORNIA

70 /s/ Peggy Bernady  
71 Chief, Counsel,  
72 Department of Water Resources

By: /s/ Thomas M. Hannigan  
Director  
Department of Water Resources

73 (SEAL)

THE COUNTY OF FRESNO

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76 Attest:

By: /s/ Juan Arambula  
Chairman, Board of Supervisors

77 /s/ Patty Schalk  
78 Clerk, Board of Supervisors  
79

By: /s/ Richard L. Brogan  
Director, Planning & Resources  
Management Department

80 Approved as to Accounting Form:

Approved as to Legal Form:

81 /s/ Vicki Crow  
82 Auditor-Controller/Treasurer/  
83 Tax Collector

By: /s/ Scott Greenwood Meinert  
County Counsel

84 BUDGET UNIT NO. 43600300

ACCOUNT NO. 7010