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Irrigation and M&I
R.O. 10/31-2001
Rev. R.O. 11/01-2001
Rev. R.O. 11/05-2001
Rev. R.O. 11/13-2001

Contract No.
14-06-200-8292A-IR6

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

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

THIS CONTRACT, made this 28th day of February, 2002, 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 THE 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;

29 WITNESSETH, That:

30 EXPLANATORY RECITALS

31 WHEREAS, the United States, DWR, and the Contractor entered into interim
32 renewal contract identified as Contract No. 14-06-200-8292A-IR5, hereinafter referred to as the
33 Existing Interim Renewal Contract, which provided for the continued water service to the
34 Contractor from March 1, 2001, through February 28, 2002; and

35 WHEREAS, the United States and the Contractor believe that further negotiations on
36 the long-term renewal contract would be beneficial and mutually commit to continue to negotiate to
37 seek to reach agreement, or the required environmental review necessary to execute a long-term
38 renewal contract has not been completed, and the Contractor has requested a subsequent interim
39 renewal contract pursuant to Article 2 (b) (1) of the Existing Interim Renewal Contract; and

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

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

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

46 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

47 1. The terms and conditions of the Existing Interim Renewal Contract are hereby
48 incorporated by reference into this Contract with the same force and effect as if they were included
49 in full text with the exception of Article 2 thereof, which is revised as follows:

50 (a) The first sentence in Subdivision (a) of Article 2 of the Existing Interim
51 Renewal Contract is deleted, and the following is inserted in lieu thereof: "This interim renewal

52 contract shall be effective from March 1, 2002, and shall remain in effect through February 28,
53 2003, and thereafter will be renewed as described in this Article if a long-term renewal contract has
54 not been executed with an effective commencement date of March 1, 2003.”

55 (b) Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract is
56 amended by deleting the date “November 30, 2001,” and replacing same with the date “February 15,
57 2003.”

58 (c) Subdivision (b)(2) of Article 2 of the Existing Interim Renewal Contract is
59 amended by deleting the dates “February 1, 2002,” “February 15, 2002,” and “February 28, 2002,”
60 and replacing same with the dates “February 1, 2003,” “February 15, 2003,” and “February 28,
61 2003,” respectively.

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

64 APPROVED AS TO LEGAL THE UNITED STATES OF AMERICA
FORM AND SUFFICIENCY

/s/ James E. Turner

65 OFFICE OF REGIONAL SOLICITOR
66 DEPARTMENT OF THE INTERIOR

By: /s/ Kirk C. Rodgers
Acting Regional Director, Mid-Pacific Region
67 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 Bernardy
71 Chief, Counsel,
72 Department of Water Resources

By: /s/ Thomas M. Hannigan by Lucinda Chipponeri

73 (SEAL)

THE COUNTY OF FRESNO

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75
76 Attest:

By: /s/ Bob Waterson
Chairman, Board of Supervisors

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

By: /s/ Carolina Jimimz-Hogg
Director, Planning & Resources
Management Department

80 Approved as to Accounting Form:

Approved as to Legal Form:

81 /s/ Gary W. Peterson
82 Auditor-Controller/Treasurer/
83 Tax Collector

By: /s/ Scott Meinert
County Counsel

84 BUDGET UNIT NO. 43600300

ACCOUNT NO. 7010