

**WATER TRANSFER AGREEMENT**

This Agreement made and entered into this 22nd day of February, 2022 by and between Arvin-Edison Water Storage District (AEWSD), and the County of Fresno (County), referred to collectively herein as Parties.

**WITNESSETH THAT**

**Whereas**, Parties have entered into a “Joint Water Management Exchange Agreement” dated July 22, 2008 that expires on February 28, 2026; and

**Whereas**, U.S. Bureau of Reclamation (USBR) has requested the Parties execute annual water transfer agreements, in the interim, until formal USBR approval of the “Joint Water Management Exchange Agreement”; and

**Whereas**, County desires to obtain from AEWSD certain water available to AEWSD under its permanent repayment contract (no. 14-06-200-229AD) with the USBR for water service from the Central Valley Project, Friant Division.

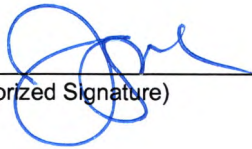
**THEREFORE, the Parties hereto agree as follows:**

1. AEWSD does hereby assign, transfer, and authorize the USBR to deliver to County up to a total of 950 acre-feet of 2021 Water Year Millerton Lake water supplies rescheduled into 2022 and/or 2022 Water Year Class 1, Class 2, and/or San Joaquin River Restoration Program supplies (i.e. Recirculation, Unreleased Restoration Flows, and/or Recovered Water Account). The delivery of such water shall be completed no later than February 28, 2023.
2. Delivery of said water shall be out of Millerton Reservoir for delivery to County. Specific delivery dates and flow rates shall be as scheduled by County and as mutually agreed upon by AEWSD and the USBR. The delivery of such water to be completed on a monthly basis and no later than February 28, 2023.
3. This Agreement is an authorization for the USBR to deliver the amount of water herein agreed upon.
4. All charges and fees specifically connected and applicable to this water have been or will be paid to the USBR by AEWSD, if applicable.

- 1 5. This transfer does not activate AEWSD's 20% of contract supply public notification  
2 provision, which requires a 30-day public review before the water is transferred.  
3 6. This program is consistent with AEWSD's permanent repayment contract, specifically  
4 Article 10a (Sale, Transfers, and Exchanges of Water).

5 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
6 first hereinabove written.

7  
8 **ARVIN-EDISON WATER STORAGE  
DISTRICT**

9   
10 \_\_\_\_\_  
(Authorized Signature)

11 Jeevan Muhar, Engineer-Manager

12 \_\_\_\_\_  
Print Name and Title

13 P.O. Box 175

14 \_\_\_\_\_  
Mailing Address

15 Arvin, CA. 93203

16 \_\_\_\_\_  
City, State, Zip

17  
18 FOR ACCOUNTING USE ONLY:


19 Department of Public Works and

20 Planning


21 CSA No. 34 & CSA 34SWTP

22 Fund: 0830/0830  
23 Subclass: 16000/16203  
24 Org, No. 9174/9322  
25 Account: 7010/7010  
26  
27  
28

**COUNTY OF FRESNO**

  
\_\_\_\_\_  
Brian Pacheco, Chairman of the Board  
of Supervisors of the County of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By   
\_\_\_\_\_  
Deputy