



United States Department of the Interior



BUREAU OF RECLAMATION
Great Plains Region
Nebraska-Kansas Area Office
P.O. Box 1607
Grand Island, Nebraska 68802-1607

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MAY 31 2007

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Roy Patterson, Superintendent
Frenchman-Cambridge Irrigation District
P. O. Box 116
Cambridge, NE 69022

DEPARTMENT OF
NATURAL RESOURCES

Subject: Temporary Assignment of Project Water, Frenchman-Cambridge Irrigation District,
Frenchman-Cambridge Division, Pick-Sloan Missouri Basin Program, Nebraska

Dear Mr. Patterson:

Enclosed for your review is the revised "Temporary Assignment of Project Water from Frenchman-Cambridge Irrigation District to Kansas-Bostwick Irrigation District No. 2" involving water releases from Harry Strunk Lake during the 2007 irrigation season.

The enclosed Assignment has been revised to add the Republican River Basin Coalition as a signatory to the Assignment and to revise other provisions relating to the accounting and protection of the project water being assigned. Any questions or concerns you may have regarding this Assignment can be addressed at the meeting scheduled for 1 p.m. Friday at the McCook Field Office with your attorney and Don Blankenau, Attorney for the Coalition.

It is our understanding that the District's Board has the review and approval of this Assignment as an agenda item for their June 5th Board meeting. If acceptable, the Board would need to pass a Resolution approving this Assignment and authorizing the execution of the Assignment by the appropriate District officials. The original and duplicate original Assignments will be provided prior to the meeting. The executed original and duplicate original Assignment, and the Resolution would need to be provided to this office. After the Assignment has been executed by the Regional Director, a duplicate original will be provided to you.

If you have any questions or need additional information, please contact me at the above address or telephone 308-389-5304.

Sincerely,


Stephen F. Ronshaugen
Acting Area Manager

Enclosure

cc: Stan Goodwin, Attorney, PO Box 607, McCook, NE 69001
Lee Orton, Attorney, 1233 Lincoln Mall, Suite 201, Lincoln, NE 68508
Ann Bleed, Director of Natural Resources, PO Box 94676, Lincoln, NE 68509-4676
Don Blankenau, Attorney, 206 South 13th St. Suite 1400, Lincoln, NE 68508
(All w/enclosure)

ORIGINAL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
PICK-SLOAN MISSOURI BASIN PROGRAM

TEMPORARY ASSIGNMENT OF PROJECT WATER FROM
FRENCHMAN-CAMBRIDGE IRRIGATION DISTRICT
CONTRACT NO. 009D6B0122
TO
KANSAS-BOSTWICK IRRIGATION DISTRICT NO. 2
CONTRACT NO. 009D6B0120

THIS Assignment made this _____ day of _____, 2007, generally pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto, all collectively hereinafter referred to as the Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter called the "United States" acting through the Secretary of the Interior; the Frenchman-Cambridge Irrigation District, hereinafter called the "FCID", an irrigation district organized and existing pursuant to the laws of the State of Nebraska, with its principal place of business and office at Cambridge, Nebraska; Kansas-Bostwick Irrigation District No. 2, hereinafter called the "KBID", an irrigation district organized and existing pursuant to the laws of the State of Kansas, with its principal place of business and office at Courtland, Kansas; and the Republican River Basin Coalition, hereinafter called the "Coalition", established under the laws of the State of Nebraska, particularly Sections 13-801 et.seq. RRS, Nebraska. The United States, the above districts, and the Coalition hereinafter are referred to collectively as the "Parties".

a. WHEREAS, the United States has constructed the Frenchman-Cambridge Division of the Pick-Sloan Missouri Basin Program (P-SMBP), Nebraska, and the Bostwick Division of the P-SMBP, Kansas, pursuant to the Act of December 22, 1944 (58 Stat. 887), as set forth in House Document 475 and Senate Document 191, as revised and coordinated by Senate Document 247, 78th Congress, Second Session, to provide benefits for irrigation, flood control, sediment control, fish and wildlife enhancement, and recreation; and

b. WHEREAS, the United States and the FCID have entered into Contract No. 009D6B0122, dated July 25, 2000 for the furnishing of a project water supply, repayment and Operation, Maintenance and Replacement (OM&R) of the project water supply and distribution system; and

c. WHEREAS, the United States and KBID have entered into Contract No. 009D6B0120, dated July 25, 2000 for the furnishing of a project water supply, repayment and OM&R of the project water supply and distribution system; and

d. WHEREAS, the United States has an interest in and legal responsibilities with respect to the temporary assignment of project water, and has an obligation to ensure the uses of project water are in accordance with authorized purposes, existing contracts, and use of Federal facilities; and

e. WHEREAS, the FCID has entered into an agreement with the Coalition whereby the FCID has agreed that it will not utilize a portion of their existing project water supply for irrigation of FCID lands during the 2007 irrigation season; and

f. WHEREAS, the Coalition has entered into an agreement with the FCID to lease the rights to the use of storage and natural flow water available to FCID for beneficial use from Harry Strunk Lake to assist the State of Nebraska to meet its obligations under the Republican River Compact Settlement; and

g. WHEREAS, The delivery, protection, and accounting of the assigned water will be by the Nebraska Department of Natural Resources, pursuant to applicable state laws and regulations. However, the United States desires to reserve the right to protect its property interests if the delivery, protection, and accounting of the assigned water by the Nebraska Department of Natural Resources appears to reduce or diminish the water use benefits of the Bostwick Irrigation District in Nebraska's water supply that they would have received as a result of normal irrigation water deliveries from Harry Strunk Lake.

h. WHEREAS, the release of this water from Harry Strunk Lake will be made during the period of June 10, 2007 through September 1, 2007 in a manner that "mimics" normal irrigation season releases.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is mutually agreed as follows:

1. This Assignment is authorized under Article 23 of Contract No. 009D6B0122 titled "Assignment Limited – Successors and Assigns Obligated" which provides "that no assignment or transfer of this Contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer."

2. FCID will not utilize their existing project water supply for irrigation of FCID lands during the 2007 irrigation season as stipulated in the agreement with the Coalition.

3. The agreement between FCID and the Coalition is clarified in that the end use of the agreement's water supply has been identified in paragraph 6 of this Assignment.

4. This Assignment is a temporary, one-year assignment of the above-referenced water supply (2007 irrigation season ONLY).

5. The delivery, protection, and accounting of the assigned water will be by the Nebraska Department of Natural Resources, pursuant to applicable state laws and regulations. However, the United States reserves the right to protect its property interests if the delivery, protection, and accounting of the assigned water by the Nebraska Department of Natural Resources appears to reduce or diminish the water use benefits of the Bostwick Irrigation District in Nebraska's water supply that they would have received as a result of normal irrigation water deliveries from Harry Strunk Lake.

6. Pursuant to the accounting provisions identified in paragraph 5 of this Assignment, a portion of the above-referenced project water supply will be released from Harlan County Lake as necessary to provide irrigation water as may be requested by the KBID for the irrigation of KBID lands.

7. This Assignment will be in accordance with all other applicable Federal laws, including, but not limited to the National Environmental Policy Act and the Endangered Species Act, and must not impair the Secretary of the Interior's trust obligation to Native Americans.

8. The Coalition, the FCID, and the KBID, in carrying out this Assignment, shall comply with all applicable federal, state, tribal, and local laws, including, but not limited to, those concerning appropriation, diversion, storage, use of water, and changes of water rights.

9. KBID agrees to utilize the project water made available under this Assignment for irrigation of its project lands.

10. Except as herein provided, the terms and provisions of Contract No. 009D6B0122 and Contract No. 009D6B0120 will remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed their names the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Michael J. Ryan
Regional Director

Frenchman-Cambridge Irrigation District

(SEAL)

President

Secretary

Kansas-Bostwick Irrigation District No. 2

(SEAL)

President

Secretary

Republican River Basin Coalition

Authorized Agent