

Distributed @ Cambridge Meeting, June 13, 2007

**INTERLOCAL COOPERATION AGREEMENT
OF
REPUBLICAN BASIN IRRIGATION DISTRICTS COUNCIL**

This Interlocal Cooperation Agreement is entered into by and between the following organizations: Frenchman Cambridge Irrigation District, Bostwick Irrigation District in Nebraska, Frenchman Valley Irrigation District, Hitchcock Red Willow Irrigation District, Riverside Irrigation District and Pioneer Irrigation District, all of which are either political subdivisions of Nebraska or organized private irrigation companies and are situated in the State of Nebraska, and all of which operate under and in accordance with the laws of the State of Nebraska. The agreement is made and entered into by the parties hereto pursuant to the authority conferred upon each under the laws of the State of Nebraska, particularly Sections 13-801 et. seq. RRS, Nebraska, which provide for the establishment and operations of Interlocal cooperations authorities.

This Agreement shall take effect from and after the signing of the Agreement by the parties hereto and shall remain in existence until each of the said parties shall have completed any work or actions deemed necessary to achieve resolution of a plan of Republican River management and water policy matters necessary to protect and preserve the integrity of their irrigation project operations and facilities in a manner satisfactory to the parties, their water users and the United States Department of Interior, Bureau of Reclamation; or in the alternative releases the obligations of the others parties hereto under this agreement in writing.

PURPOSE:

The purpose of this Agreement and the establishment of the Council as hereinafter provided shall be to allow each of the parties hereto to work together during and throughout the planning and implementation of such water management plans as are deemed necessary to fully and satisfactorily manage the water supply of the Republican River in Nebraska to conform to the greatest extent possible with the Republican River Compact and the Settlement Agreement thereto executed by the states of Nebraska, Kansas and Colorado in xxx; to work together with the Bureau of Reclamation to protect the interests and integrity of the several federal irrigation and flood control projects in the Basin; to protect the interest and integrity of other surface irrigation projects in the Basin; to pool financial and technical resources in order to accomplish the required data collection and the preparation of the technical information and materials necessary to the fulfillment of the requirements of those tasks; and for such other elements of this process which may be necessary and which may be consolidated for economy or for strength in the negotiations with the other water interests in the Basin on behalf of each party.

OPERATING ENTERPRISE:

The parties hereto by this agreement establish the Council to serve as the operating entity to carry out the purposes of this Agreement. The Council shall consist of one designated representative of each party to this agreement. Such representative shall be selected from time to time by the governing board of each party and shall thereafter serve at the pleasure of that party. The general direction and policy of the Council shall be established from time to time as needed and shall be carried out on behalf of the Council by the designated officers of the Council.

GOVERNING BOARD:

The affairs, actions and conduct of the business of the Council shall be the responsibility of the Board provided for hereinabove. Members of the Board of Directors shall select from among their membership a Chairman, Vice-Chairman, Secretary and Treasurer. The Board shall have the power and authority generally provided under the applicable laws governing this agreement and the authority of the respective parties hereto, including, but not limited to, the establishment of operating policies, and the delegation of executive, supervisory and organizational authorities to the officers and committee as may be from time to time established. The officers shall have all the powers and authorities normally conferred thereon by general rules of order.

FINANCING:

Each party hereto agrees to provide funding for the operations of the Council and to conduct the purposes of the Agreement. Each party hereto agrees to contribute annually a minimum of five cents [\$.05] per acre included within the project operated by each party. The actual assessments shall be made from time to time as necessary to satisfy the obligations of the Council and upon action of the Council. The funds shall be paid into the operating treasury of the Council for use by the Council to carry out the work of the Council. Funds not required for current expenses shall from time to time be invested and any interest earned shall be credit to the account of the Council. Investments made shall be consistent with the requirements for investments made by political subdivisions of the State of Nebraska.

ASSOCIATE MEMBERSHIP:

Any other individual, organization or governmental agency [federal, state or local] wanting to support the efforts of the Council may make a contribution of a sum determined by the contributing party and agreed to by the Council and thereby become a nonvoting associate member. Such members may participate in the meetings of the Council but shall not be allowed

to vote or hold office on the Council governing body. The effort to obtain new contracts and other Council activities shall not be specifically structured to benefit associate members.

ADMINISTRATION:

The day to day operations of the activity of the Council shall be handled by the Council and such other persons as from time to time may be assigned specific duties by the Council and the fees for such services shall be charged to the Council and paid by it.

WITHDRAWAL OF PARTIES:

Any party to this Agreement may withdraw by written notice to the Council and upon approval of the Council. In the event of any such withdrawal, the withdrawing party shall continue to have the obligations hereunder to make its contribution for the year in which the withdrawal is intended to take effect.

AGREEMENT TERMINATION:

This Agreement shall terminate as provided hereinabove upon completion of the purpose of the Agreement or otherwise upon the unanimous vote of the Council. At such time as the termination is to take place all obligations of the parties hereto which may be required to satisfy outstanding debts and obligations of the Council shall first be paid to the Council in full; thereafter all debts and obligations of the Council to others shall be paid in full, and all property acquired on behalf of the Council shall be disposed of by distribution for value or sale thereof and all unused funds and appropriations thereafter remaining shall be returned to the participating parties in such proportion as represented by the pro rata shares paid by each party hereto.

AMENDMENT:

This Agreement may be amended by the Council, except for provisions regarding agreement termination, upon a two-thirds majority vote of the members. Any vote regarding termination shall require a unanimous vote of the members.

This Agreement document contains the entire agreement of the parties hereto. No representations have been made or relied upon by any parties hereto not contained herein. Any other discussions, memoranda or other writings relating to this Agreement are incorporated herein, it being the intention of the parties that this Agreement is the full and final expression of their respective understandings.

IN WITNESS WHEREOF, the parties hereto have signed and executed this agreement consisting of five [5] pages on the _____ day of _____, 2007 and attest by their signatures their respective authority on behalf of their organization to sign this Agreement to become a party to the Council created hereby.

FRENCHMAN CAMBRIDGE IRRIGATION DISTRICT

By: _____

BOSTWICK IRRIGATION DISTRICT IN NEBRASKA

By: _____

FRENCHMAN VALLEY IRRIGATION DISTRICT

By: _____

HITCHCOCK RED WILLOW IRRIGATION DISTRICT

By: _____

RIVERSIDE IRRIGATION DISTRICT

By: _____

PIONEER IRRIGATION DISTRICT

By: _____