



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM PROFESSIONAL SERVICES CONTRACT

1. **Parties.** This Professional Services Contract is made and entered into by and between Nebraska Community Foundation ("NCF"), representing all signatories to the Platte River Recovery Implementation Program (the "Program"), and United Farm and Ranch Management, LLC ("Consultant").
2. **Purpose of Contract.** The purpose of this Contract is to allow NCF, acting as the fiscal agent for the Governance Committee (GC) of the Program, to retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Program, and to delegate the Executive Director's Office ("ED Office") through its Executive Director or designee the authority to administer this Contract.
3. **Term of Contract and Required Approvals.** *The Term of this Contract is generally from January 1, 2024 through December 31, 2026.* All services shall be completed during this term. The services to be performed under this Contract will commence upon receipt of authorization to proceed. If the Consultant has been delayed and as a result will be unable, in the opinion of the Program, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Program. An extension of the contract term must be in writing, signed by both Parties in order for it to be valid.
4. **Payment for Services.**
 - A. **Billing Amount.** The Program agrees to pay the Consultant an amount based on the approved Scope of Work as detailed in **Exhibit A – Project Scope of Work**. Total Payment under this contract shall not exceed \$25,000.00 per year for a total of **\$75,000.00** during the Term of Contract.
 - B. **Billing Rates.** Consultant shall not exceed the costs and rates for each task included in **Exhibit A** unless authorized in writing by the Program. The contract total amount is controlling and is a ceiling price that Consultant exceeds at its own risk. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel to support any audits the Program may require. Invoices shall be submitted no more often than monthly for activities and costs accrued since the last invoice.
 - C. **Billing Procedures.** The Consultant shall send invoices for services performed for the various tasks outlined in **Exhibit A** to the ED Office. Invoices shall include all services and costs accrued by Contractor and Subconsultants since the last billing report. The Program's Executive Director, upon receiving the invoice, will review and advance the invoice to the Bureau of Reclamation who will advise NCF of approval. NCF will make payment of these funds directly to the Consultant within 30 days of receiving notice of approval. Payments are due within 60 days of the billing date.
 - D. **Withholding of Payment.**
 - (i) When the Program has reasonable grounds for believing that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then



- the Program may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Program against such loss. These amounts may be withheld until the cause for the withholding is cured to the Program's satisfaction or this Contract is terminated pursuant to Section 8.T. Any amount so withheld may be retained by the Program for such period as it may be deemed advisable to protect the Program against any loss. This provision is intended solely for the benefit of the Program and no person shall have any right against the Program or NCF by reason of the Program's failure or refusal to withhold monies. No interest shall be payable by the Program or NCF on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Program or NCF.
- (ii) If a work element has not been completed by the dates established in **Exhibit A**, the Program may withhold all payments beginning with the month following that date until such deficiency has been corrected.

E. Final Completion and Payment. The final payment shall be made upon acceptance of the final report, receipt of the final billing, and if applicable, execution of the final contract amendment documenting the final contract amount.

5. Responsibilities of Consultant.

A. Scope of Services. The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in **Exhibit A**. If there is any conflict between this Contract and the provisions of the specific requirements of **Exhibit A**, the specific requirements shall prevail.

B. Personnel. All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

C. Subcontracts.

- (i) **Approval Required for Subcontracts.** Any subcontractors required by the Consultant in connection with the services or work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized in writing by the Program during the performance of this Contract. The Consultant shall include a list of the proposed subcontractors; the scope and extent of each subcontract; and the estimated dollar amount of each subcontract prior to Contract execution to the Program for approval that will be incorporated by reference in **Exhibit A**. During the performance of the Contract, substitutions in or additions to such subcontracts will be subject to the prior written approval of the Program. Program approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of any subcontractors.
- (ii) **Billings for Subcontractors.** Billings for subcontractor services will not include any mark up. Subcontract costs will be billed to the Program at the actual costs as billed to the Consultant.



Subcontract costs will be documented by attaching the subcontractor's invoice to the Consultant's invoice.

- (iii) **Copies of Subcontracts.** The Consultant shall provide to the Program copies of each subcontract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making NCF or the Program a party to any subcontract entered between the Consultant and a subcontractor.
 - (iv) **Contracts for Subcontractors.** All subcontracts that Consultant enters into shall include any applicable provisions and certifications required by 2 CFR Part 200, including Appendix II thereto, and any other federal, state, or local laws or regulations.
 - (v) **Debarment and Suspension.** Consultant shall not enter into subcontracts with any entity or individual that is suspended, debarred, or otherwise excluded from participation in the transaction covered by this Contract.
- D. Requests from the Program.** The Consultant shall be responsible and responsive to the Program and the ED Office in their requests and requirements related to this Contract.
- E. Reports, Maps, Plans, Models and Documents.** Consultant shall furnish to the Program one (1) copy of maps, plans, worksheets, logs, field notes, or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract.
- F. Inspection and Acceptance.** All deliverables furnished by the Consultant shall be subject to rigorous review by the ED Office prior to acceptance.
- 6. Responsibilities of the Program.**
- A. Designated Representative.** The Executive Director shall act as the Program's administrative representative with respect to the Consultant's service to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret and define the Program's policies and decisions with respect to services rendered under this Contract.
 - B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Program and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge, and the ED Office shall cooperate with the Consultant in every way possible in the carrying out of the project.
 - C. Review Reports.** The ED Office shall examine all studies, reports, sketches, opinions of construction costs, and other documents presented by the Consultant to the Program and shall promptly render in writing the Program's decisions pertaining thereto within the time periods specified in **Exhibit A**.
 - D. Provide Criteria.** The ED Office shall provide all criteria and full information regarding its requirements for the project.
- 7. Special Provisions.**



- A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- B. Publication.** It is understood that the results of this work may be available to the Consultant for publication and use in connection with related work. Use of this work for publication and related work by the Consultant must be conducted with full disclosure to and coordination with the ED Office.
- C. Publicity.** Any publicity or media contact associated with the Consultant's services and the result of those services provided under this Contract shall be the sole responsibility of the Program. Media requests of the Consultant should be directed to the ED Office.
- D. Monitor Activities.** The Program shall have the right to monitor all Contract-related activities of the Consultant and all subcontractors.
- E. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Program may, at its discretion, terminate this Contract without liability to the Program, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- F. Debarment and Suspension.** Consultant certifies by signing this Contract that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participation in the transaction covered by this Contract.
- G. Anti-Lobbying.** Consultant makes the representations set forth in **Exhibit B – Certification Regarding Lobbying**, incorporated by reference as part of this Contract. The Consultant shall execute such Certification at the time of executing this Contract.
- H. Office Space, Equipment, and Supplies.** The Consultant will supply its own office space, equipment, and supplies.
- 8. General Provisions.**
 - A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract that are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument and signed by the parties to this Contract.
 - B. Applicable Law; Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Nebraska. The Courts of the State of Nebraska shall have jurisdiction over this Contract and the parties.
 - C. Assignment; Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of



the other party. The Consultant shall not use this Contract, or any portion thereof, as collateral for any financial obligation, without the prior written permission of the Program.

- D. Audit; Access to Records.** The Program, NCF, and any of their representatives shall have access to any books, documents, papers, and records of the Consultant that are pertinent to this Contract. The Consultant shall, immediately upon receiving written instruction from the Program or NCF, provide to NCF, the Program, or any governmental entity, independent auditor, accountant, or accounting firm, all books, documents, papers, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with NCF or any such governmental entity, independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by or required of the Program.
- E. Availability of Funds.** Each payment obligation of the Program is conditioned upon the availability of funds and continuation of the Platte River Recovery Implementation Program. If funds are not allocated and available for the continuance of the services performed by the Consultant, the contract may be terminated by the Program at the end of the period for which the funds are available. The Program shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Program in the event this provision is exercised, and the Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Program to terminate this Contract to acquire similar services from another party.
- F. Award of Related Contracts.** The Program may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other consultants and the Program in all such cases.
- G. Certificate of Good Standing.** The Consultant shall provide a Certificate of Good Standing from the relevant Secretary of State office prior to performing work under this Contract, to be incorporated by reference into this Contract as **Exhibit C – Consultant Certificate of Good Standing**.
- H. Compliance with Law.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Program for its release.
- J. Conflicts of Interest**
- (i) Consultant shall not engage in providing consultation to or representation of clients, agencies, or firms that may constitute a conflict of interest giving rise to a disadvantage to the Program or a disclosure which would adversely affect the interests of the Program. Consultant shall notify the Program of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be



subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation, and data are provided to the Program or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

- (ii) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the Program, its signatories, boards, commissions, or the NCF, or initiating suits in equity.

K. Entirety of Contract. This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

M. Indemnification. The Consultant shall indemnify and hold harmless NCF, the Program, the ED Office, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses, and liability arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Consultant's malpractice. The obligations of this paragraph shall survive termination of this Contract.

N. Independent Consultant. The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Program, NCF, or ED Office for any purpose. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes that may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of NCF or the Program, or to incur any obligation of any kind on the behalf of NCF or the Program. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to NCF, Program, or ED Office employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.



- O. Notices.** All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. Notice is effective upon delivery.
- P. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Program with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.
- Q. Ownership of Documents, Work Product, Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Program.
- R. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction.
- S. Insurance Coverage.** The Consultant's relevant Certificate of Insurance shall be provided to the Program and incorporated by reference into this Contract as **Exhibit D – Consultant Certificate of Insurance**. The Consultant shall not commence work under this Contract until the Consultant has obtained the following insurance coverages and provided the corresponding certificate noting such coverages:
- (i)** Commercial General Liability Insurance. Consultant shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Two Million Dollars (\$2,000,000.00) aggregate and One Million Dollars (\$1,000,000.00) per occurrence. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury.
 - (ii)** Business Automobile Liability Insurance. Consultant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles.
 - (iii)** Workers' Compensation and Employers' Liability Insurance. The Consultant shall provide proof of workers' compensation coverage. Consultant's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.
 - (iv)** Professional Liability Insurance. The Consultant shall provide proof of professional liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Consultant in the performance of this Agreement, with a liability limit of not less than One



Million Dollars (\$1,000,000) per claim. The Consultant shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional services under this Contract and caused by any error, omission, breach, or negligent act, including infringement of intellectual property (except patent or trade secret) of the Consultant.

- T. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and state income taxes, social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- U. Termination of Contract.** This Contract may be terminated, without cause, by the Program upon fifteen (15) days' advance written notice. This Contract may be terminated immediately for cause if the Consultant fails to cure its performance in accordance with the terms of this Contract within seven (7) days after receiving notice from the Program. In the event of a termination, the Program shall pay Consultant for all reasonable work performed up to the effective date of the termination. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation, and data are provided to the Program or its designee.
- V. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- W. Time is of the Essence.** Time is of the essence in all provisions of the Contract.
- X. Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.
- Y. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- Z. Survival.** The parties' obligations under sections 8.D. (Audit/Access to Records), 8.S. (Insurance Coverage), and 8.U. (Termination of Contract) will survive the termination of this Contract.



9. Contacts.

For the Foundation:

Jason D. Kennedy, Chief Financial & Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Email: jkennedy@nebcommfound.org
FEIN: 47-0769903

For the Consultant:

Chris Scow, Managing Broker
United Farm and Ranch Management, LLC
3501 Plantation Drive, Suite 100
Lincoln, NE 68516
Phone: (402) 434-4495
Email: chris.scow@ufarm.com
FEIN: 27-4460303
DUNS: 078898146

For the ED Office:

Tim Tunnell, Land Plan Coordinator
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue
Kearney, NE 68845
Phone: (308) 237-5728
Email: tunnellt@headwaterscorp.com



10. Signatures.

By signing this Contract, the undersigned certify that they have read and understood it, that they have the authority to sign it, and that their respective Party agrees to be bound by the terms of the Contract.

NEBRASKA COMMUNITY FOUNDATION:

 Jason D. Kennedy
 Chief Financial and Administrative Officer

 Date

CONSULTANT:

 Chris Scow
 Managing Broker

 Date

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte River Recovery Implementation Program (Program) has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Program, to enter into this Agreement.

 Jason M. Farnsworth
 Executive Director

 Date



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)

EXHIBIT A – Project Scope of Work

Description of Farm Management Services to be Provided: Consultant will provide skilled and qualified employees or agents to perform in an effective and efficient manner for the general benefit of Platte River Recovery Implementation Foundation, Trustee (“Owner” or “PRRIF”) with respect to the properties listed in Table 1 (the “Properties”), the following **Management Services**:

- a) Set up accounts, along with sub-accounts, for each of the Properties.
- b) Research and make recommendations on crop insurance (when needed) and coordinate the same.
- c) Research and recommend leasing rates and policies. Prepare standard lease forms for approval and signature by the Owner.
- d) Recommend repairs and improvements for properties.
- e) Recommend changes in farm practices, or other matters, related to the operation of Properties, including government programs and assistance.
- f) Market crops, If any, In inventory.
- g) Receive funds from rental income, or the sale of crops, and post transactions documenting such.
- h) Receive, approve and pay bills related to the Properties.
- i) Make periodic personal inspections of the properties.
- j) Act on behalf of the Owner with respect to all USDA programs for the properties.
- k) Provide accounting reports of transactions on a quarterly and yearly basis.
- l) Disburse funds back to the Owner when requested.
- m) Submit Invoice on a quarterly basis to the Owner for Manager's services related to the operation of the properties.
- n) Participate in meetings with Owner, and Owner's representatives, as requested.

Hourly Rates and Reimbursable Expenses:

Task	Unit	Cost Rate
001 Management/Consulting	HR	\$100
002 Clerical Support	HR	\$50
003 Mileage Reimbursement	MILE	Prevailing IRS Rate

Estimated Hours of Management Services:

United Farm & Ranch estimates that 235 hours will be spent by manager, its employees, and agents in the performance of the Management Services requested hereunder. The Manager, based on the hourly rate and reimbursable expenses, for the services described is estimating an annual fee of **\$21,000**, not to exceed **\$25,000**.

**Table 1.** Properties covered by Agreement.

PRRIF Identification Number	Tract Name	County
2008001	South Wyoming	Kearney
2008001/2012003	North Wyo. & Blessing grass	Buffalo
2008002	NPPD Cottonwood Ranch	Dawson/Phelps
2009001	Fox	Buffalo
2009002	Bartels	Buffalo
2009003	Dyer	Phelps
2009004	Hostetler	Buffalo
2009005	McCormick	Buffalo
2009006	Stall Accretion	Dawson
2009007	Cook	Phelps
2009008	Newark	Buffalo
2010001	Morse	Phelps
2010004	Binfield	Hall
2011001	East Leaman	Hall
2011002	Follmer-Alda Pit	Hall
2012001	Sullwold	Buffalo
2012002	Johns	Phelps
2012003	Blessing crop	Buffalo
2012004	DeBoer	Gosper
2013001	Liehs	Dawson
2014002	Volentine	Kearney
2015001	Speidell	Buffalo
2015002	BELF	Kearney
2015003	Blue Hole East	Buffalo
2018001	Dippel/Thomas	Buffalo
2019001	Bergren	Hamilton
2020001	Robinson	Merrick
2020002	OSG-Lex Pit	Dawson
2021001	Meyers	Merrick
W201602	Lindstrum	Buffalo
W201701	Edlund	Dawson/Phelps
W201702	Albrecht	Lincoln
W201703	Lakeside pit	Phelps
W202301	Jenson	Lincoln



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program) EXHIBIT B – Certification Regarding Lobbying

The undersigned certifies, on behalf of the Consultant, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on behalf of the Consultant with respect to the federal grant or cooperative agreement under which the Consultant is receiving monies.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited by Section 1 above or who fails to file or amend the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FOR THE CONSULTANT:

Chris Scow
Managing Broker

Date



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)
EXHIBIT C – Consultant Certificate of Good Standing



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)

EXHIBIT D – Consultant Certificate of Insurance

Client#: 772972 UNITEFARM

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 7/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln, NE 68506	CONTACT NAME: Keri A Eichberger PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Keri.Eichberger@MarshMMA.com
INSURED United Farm & Ranch Management, LLC 3501 Plantation Drive, Suite 100 Lincoln, NE 68516	INSURER(S) AFFORDING COVERAGE INSURER A: Columbia Mutual Insurance Company 40371 INSURER B: Columbia National Insurance Company 19640 INSURER C: Association Casualty Insurance Company 35629 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CMPNE0000016474	07/28/2023	07/28/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAPNE0000016516	07/28/2023	07/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		CUPNE0000016474	07/28/2023	07/28/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Platte River Recovery Implementation Program

CERTIFICATE HOLDER Nebraska Community Foundation PO Box 83107 Lincoln, NE 68501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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