

**CONTRACT BETWEEN  
STATE OF WYOMING,  
WYOMING WATER DEVELOPMENT OFFICE  
AND  
NEBRASKA COMMUNITY FOUNDATION**

1. **PARTIES.** The parties to this Contract ("Contract") are THE STATE OF WYOMING, acting through the Wyoming Water Development Office ("WWDO"), whose address is 6920 Yellowtail Road, Cheyenne, Wyoming 82002 ("State") and NEBRASKA COMMUNITY FOUNDATION ("Foundation"), representing all signatories to the Platte River Recovery Implementation Program ("Program"), acting on behalf of the Platte River Recovery Implementation Program, whose address is 4111 4<sup>th</sup> Avenue, Suite 6, Kearney, Nebraska 68845 (the Foundation and Program are collectively referred to herein as the "PRRIP"). The State and the PRRIP are sometimes referred to herein jointly as "the Parties."

2. **RECITALS.**

A. The Consolidated Natural Resource Act of 2008 (Public Law 110-229, Title V, Section 515) authorizes the Secretary of the Department of Interior ("Secretary") to construct, operate, and maintain the modification of the existing Pathfinder Dam and Reservoir, North Platte Project. This project was completed by the Department of Interior in 2012.

B. The United States completed construction of the existing Pathfinder Dam and Reservoir in 1909, which serves as the main water storage feature of the North Platte Project. Wyoming Permit No. 609R, with a priority date of December 6, 1904, is adjudicated for a total storage right to the United States of one million, seventy thousand (1,070,000) acre-feet.

C. The 2001 Final Settlement Stipulation of the settlement of the Nebraska v. Wyoming lawsuit authorizes and describes the Modification of Pathfinder Dam and Reservoir.

D. Chapter 105 of the 2006 Wyoming Session Laws, as amended in Chapter 38 of the 2009 Wyoming Session Laws, (W.S. 99-3-1105(b)), authorized the State to enter into an agreement with the United States for modification of the existing Pathfinder Dam and Reservoir, required approval of the Contract by the Governor and authorized funding for the modification of Pathfinder Dam.

E. The State and the United States of America entered into the Federal Contract, which, in part, provides the State the right to provide water from the Wyoming Account to the PRRIP under a water use agreement and to recover all costs associated with providing such water, so long as that use complies with the purposes of the Wyoming Account as specified in the 2001 Final Settlement Stipulation.

**F.** The original uses designated under Wyoming Permit No. 609R included irrigation and domestic use for the entire permitted capacity of one million, seventy thousand (1,070,000) acre-feet. On January 26, 2009, the United States obtained a change of use (for additional uses) for fifty-three thousand, four hundred ninety-three (53,493) acre-feet of the permitted capacity of one million, seventy thousand (1,070,000) acre-feet for Pathfinder Reservoir from the Wyoming State of Board of Control. The new uses for thirty-three thousand, four hundred ninety-three (33,493) acre-feet of the original storage right are environmental and fish and wildlife purposes for the establishment of the Environmental Account in Pathfinder Reservoir ("Environmental Account"). The new uses for twenty thousand (20,000) acre-feet of the original storage water right are municipal, environmental, and fish and wildlife purposes for the establishment of the Wyoming Account in Pathfinder Reservoir ("Wyoming Account") for which the State has the exclusive right to contract with the United States pursuant to Appendix F to the Final Settlement Stipulation in Nebraska v. Wyoming, 534 U.S. 40 (2001). The original designated uses under Wyoming Permit No. 609R, irrigation and domestic, are maintained for the entire permitted capacity of one million, seventy thousand (1,070,000) acre-feet.

**G.** W.S. 41-2-1301(b) states:  
 "Pursuant to W.S. 41-3-115, and the Wyoming water development office is hereby authorized to transfer a maximum of nine thousand six hundred (9,600) acre feet of storage water per year from the Wyoming account in the Pathfinder Modification Project within Pathfinder reservoir to the Wyoming-Nebraska state line through a water use agreement with the Platte River Recovery Implementation Program in any year the storage water in the Wyoming account is not needed by the state of Wyoming as a municipal water supply or a replacement water supply to meet the state of Wyoming's obligations in the Nebraska v. Wyoming settlement agreement and the Platte River Recovery Implementation Program."

**H.** The United States, acting through the Bureau of Reclamation, will operate the Wyoming Account to insure an annual estimated firm yield of nine thousand, six hundred (9,600) acre feet per year.

**I.** The State and PRRIP entered into a Pathfinder Reservoir water supply agreement in 2011 and the full thirty-eight thousand, four hundred (38,400) acre-foot water supply obligation has been delivered under that agreement.

**J.** The first increment of the PRRIP is set to expire on December 31, 2019 and the Parties are working to extend the first increment for thirteen (13) years to December 31, 2032.

**K.** Chapter 94 of the 2018 Wyoming Session Laws appropriated funds for Wyoming's share of the proposed thirteen (13) year extension of the first increment of the PRRIP.

**L.** The Foundation has been selected by the Program signatories as the financial management entity providing support to the Governance Committee and Executive Director (as defined below) established pursuant to the Program Cooperative Agreement.

**M.** The Foundation is only authorized to enter into contracts specifically authorized by the Governance Committee.

**N.** The Foundation pays financial obligations of the Governance Committee under the contracts authorized by the Governance Committee in accordance with the terms of the contracts.

**O.** The Foundation serves as the Governance Committee's contracting agent.

**P.** Memorandum of Agreement No. R12AG60019 and the Program documents require that all contracts of the Program are conditioned on the continuing availability of funds from the Program signatories.

**Q.** The Program signatories provide funding to the Foundation for Program implementation, including this Contract, through separate financial assistance agreements.

**R.** The Foundation, by executing this Contract, is acting as the contracting agent of the Governance Committee.

**NOW THEREFORE**, for good and valuable consideration, and intending to be legally bound, each party to this Contract hereby agrees to the following:

**3. PURPOSE OF CONTRACT.** The purpose of this Contract is to set forth the terms and conditions for the purchase and sale of water from the Wyoming Account to which the State has a right under the Federal Contract, in accordance with the provisions herein. The water contracted for by the PRRIP under the provisions of this Contract shall be deemed, for the purposes of said Federal Contract, to have been used by the State. This Contract seeks to continue the water supply relationship established in the 2011 Pathfinder Reservoir water supply agreement that will expire on December 31, 2019.

**4. TERM OF CONTRACT.**

**A.** This Contract is effective on January 1, 2020.

**B. Term.** The term of this Contract shall extend until December 31, 2032 or the date that the State withdraws from the PRRIP, whichever comes first. There is no right or expectation of extension and any extension will be determined at the independent discretion of each party to the Contract.

## **5. SERVICES AND PAYMENTS.**

### **A. Purchase Price.**

The PRRIP shall purchase water from the State at a unit price of sixty-five dollars (\$65.00) per acre foot of water from the Wyoming Account.

1. The PRRIP shall be annually obligated to take delivery of a minimum of four thousand, eight hundred (4,800) acre feet or the Available Water Amount determined in accordance with subsection 5.B.1, whichever is less. Payment is due on or before July 31 of each water year.

2. If less water than the Delivery Water Amount as determined in accordance with subsections 5.B.2 and 5.B.3, is delivered to the PRRIP during a given water year, the PRRIP shall be credited for payments made for water not delivered at a unit price of sixty-five dollars (\$65.00) per acre foot of underrun. Such credit amount shall be adjusted to the then applicable unit price if the applicable purchase price has been adjusted by the State as provided in this Contract. Any such credit shall be applied to subsequent year payments due pursuant to the terms of this Contract. If any credits are remaining at the termination of this Contract, the amount of such credits shall be paid by the State to PRRIP within thirty (30) days of Contract termination.

3. The purchase price shall be increased if the Bureau of Reclamation assesses the State for a share of costs related to major repair and construction relating to Pathfinder Dam. In the event of major dam repair and construction, the price will be increased by eight and ninety-seven hundredths percent (8.97%) (4,800/53,493) of the State's actual allocation of major dam repair and construction costs assessed by the Bureau of Reclamation for the Pathfinder Modification Project. WWDO shall provide PRRIP with written notice of any major dam repair and construction projects as soon as WWDO is aware of the existence of major dam repairs and construction costs that may trigger the application of this section. A lump sum payment for the increase will be made by the PRRIP within thirty (30) days after receipt of an invoice from the WWDO. The invoice provided by the WWDO shall include information sufficient for PRRIP to evaluate the amount of the requested payment to be made by PRRIP, including the total cost of the major dam repairs and construction costs. The unit price described in subsection 5.A. may be adjusted to compensate for an increase in annual operations and maintenance costs resulting from major dam repair and construction costs.

### **B. Terms.**

1. On or before May 1 of each year, the Director of the WWDO ("Director"), in consultation with the Wyoming Area Manager of the Bureau of Reclamation ("Area Manager") and the Wyoming State Engineer, will provide an estimate of the water in the Wyoming Account that may be available to the PRRIP (the "May Estimate"). The deliberations will be based on the amount of water needed by the State to meet its

obligations to its municipal customers, the State's obligations under the Nebraska v. Wyoming settlement, or the State's obligations to the Program (not including this Contract), and carryover requirements in the Wyoming Account to ensure a reliable supply for the following year. The May Estimate ("Available Water Amount") shall not exceed nine thousand, six hundred (9,600) acre feet and will be provided to the Executive Director of the PRRIP ("Executive Director") and the Environmental Account Manager of U.S. Fish and Wildlife Service ("EA Manager").

2. On or before June 1 of each year, the Executive Director, in consultation with the EA Manager, will respond to the Director with the quantity of water of the Available Water Amount the PRRIP would like to have released from the Wyoming Account ("Delivery Water Amount"). The Delivery Water Amount shall not be less than four thousand, eight hundred (4,800) acre feet unless the Available Water Amount is less than four thousand, eight hundred (4,800) acre feet. The Delivery Water Amount shall not be more than the Available Water Amount.

3. The Director will ensure the accuracy of the May Estimate and advise the Executive Director by July 1 if there have been changes to the Available Water Amount and if the Delivery Water Amount must be revised.

4. The Director will notify the Wyoming State Engineer's Office of the final Delivery Water Amount agreed to by the Parties.

5. There is a possibility that the demand from the WWDO's municipal customers will be less than anticipated. If this is the case, additional water will added to the Available Water Amount on or before September 1. If the total is less than or equal to four thousand, eight hundred (4,800) acre feet, the Delivery Water Amount will be increased. If the total is greater than four thousand, eight hundred (4,800) acre feet, the PRRIP has the option to add the additional water to the Delivery Water Amount. If this option is exercised, the Delivery Water Amount will be increased accordingly but shall not exceed nine thousand, six hundred (9,600) acre feet. Payment for the additional Delivery Water Amount, pursuant to the exercise of the option by PRRIP, shall be due by October 1 of each year.

6. The Delivery Water Amount will be released beginning no earlier than August 15 of each year unless the Executive Director and EA Manager request an alternative release schedule. The alternative release schedule must be approved by the Director and Area Manager. No releases will be made that could result in or exacerbate flooding below Pathfinder Dam.

7. The Delivery Water Amount will be annually tabulated and agreed to by the Director and the Executive Director.

8. Release by the State of the Delivery Water Amount into the North Platte River at the Pathfinder Dam shall constitute delivery of the Delivery Water Amount



to the PRRIP. The Delivery Water Amount shall be measured and accounted for at the Pathfinder Dam. The PRRIP shall assume any loss of any nature whatsoever occurring to the Delivery Water Amount between the Pathfinder Dam and the PRRIP's point of use. Conveyance loss from Pathfinder Dam to the Wyoming and Nebraska state line shall be assessed by the Wyoming State Engineer. In accordance with Nebraska law, conveyance losses from the Wyoming/Nebraska state line to the PRRIP point of use will be assessed by the Nebraska Department of Natural Resources.

9. The State makes no warranty with respect to the quality of the Delivery Water Amount released to serve the PRRIP, it being understood that this is raw, untreated water as it naturally occurs in the North Platte River at Pathfinder Dam. In the use of the Delivery Water Amount, the PRRIP agrees to comply with all applicable State and Federal laws. The PRRIP agrees that it will comply fully with all laws, orders, standards, or regulations under federal, State and local jurisdictions now or hereafter in force as may be applicable to the facilities at which the Delivery Water Amount may be used.

## **6. SPECIAL PROVISIONS.**

### **A. Assignability**

1. The PRRIP shall not make any sale, gift, delivery, assignment or other disposition of this Contract or the whole or any part of the Delivery Water Amount except to any entity or entities associated with or retained by the PRRIP for purposes and operations advantageous to the PRRIP as determined by the Governance Committee of the PRRIP.

2. Nothing contained herein relating to the assignability of this Contract shall preclude the PRRIP from entering into arrangements with others for the installation, construction, operation and maintenance of water diversion, carriage and distribution facilities by which the Delivery Water Amount, separately or together with other permitted water appropriations, may be applied for PRRIP purposes.

3. If the Foundation is no longer the financial management entity providing support to the Governance Committee of the Program for any reason, the Foundation, as the financial management entity representing the Program, may assign its responsibilities and interest under this Contract to a successor financial management entity providing support to the Governance Committee of the Program, provided that the successor assumes all obligations of the Foundation applicable hereunder. The Foundation shall provide written notice of any such assignment to the State.

### **B. Delivery.**

1. The State shall exercise all rights under the Federal Contract to arrange for release to the PRRIP of the Delivery Water Amount. In the event that the

schedule for release creates operational problems for the State which cannot be overcome by the exercise of reasonable effort and expense and which require a change in the specified schedule (e.g., rate of flow, timing of flow, etc.), then the State shall notify the PRRIP at the earliest time reasonable under the circumstances. The Parties will use their best efforts to develop a schedule that will accommodate the PRRIP's needs and avoid the operational problems being experienced by the State.

2. The State will comply with all applicable provisions of the Federal Contract and will make all required payments to the United States when they become due. If the United States withholds from the State scheduled deliveries of the Delivery Water Amount to the PRRIP, the PRRIP shall be credited for payments made for water not delivered.

## **7. PROVISIONS REQUIRED BY THE FEDERAL CONTRACT.**

A. The provisions of Section 7 shall apply only to water delivered from the Wyoming Account within the terms of the Federal Contract.

B. The Parties agree that the delivery of water or the use of federal facilities is pursuant to the Federal Contract.

C. The United States, through its Contracting Officer, shall have the right to make determinations necessary to administer the Federal Contract, the laws of the United States and the State of Wyoming and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the State. If such determinations affect this Contract, the State will consult with the PRRIP as soon as practicable.

D. The PRRIP agrees that it will comply fully with air and water pollution control laws, orders, standards, or regulations under federal, state and local jurisdictions now or hereafter in force.

E. During the performance of this Contract, the PRRIP agrees as follows:

1. The PRRIP will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The PRRIP will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PRRIP agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.

2. The PRRIP will, in all solicitations or advertisements for employees placed by or on behalf of the PRRIP, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

3. The PRRIP will send to each labor union or representative of workers within which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers' representative of the PRRIP's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The PRRIP will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The PRRIP will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the contracting officers under the Federal Contract and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of PRRIP noncompliance with the Equal Opportunity clause of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended, in whole or in part, and the PRRIP may be declared ineligible for further United States Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The PRRIP will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The PRRIP will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the PRRIP becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the PRRIP may request the United States to enter into such litigation to protect the interests of the United States.

F. The State shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Title II of the Americans with Disabilities Act of 1990, and any other applicable civil rights laws, as well as with their



respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or the Bureau of Reclamation.

**G.** In its operation of Pathfinder Dam and Reservoir, the United States, through its Contracting Officer, will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the State pursuant to the Federal Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the State of said determination as soon as practicable. In turn, the State will notify the PRRIP of said determination as soon as practicable.

**H.** If there is a condition of shortage because of errors in physical operations of Pathfinder Dam and Reservoir, drought, other physical causes beyond the control of the United States, through its Contracting Officer, or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or the State or any of their officers, agents, or employees for any damage, direct or indirect, arising therefrom.

## **8. GENERAL PROVISIONS.**

**A. Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed by all Parties to this Contract.

**B. Default.** No Delivery Water Amount shall be released to the PRRIP under this Contract if the PRRIP is in default in making any payment due the State under this Contract.

**C. Americans with Disabilities Act.** The PRRIP shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

**D. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflict of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the Parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

**E. Audit and Access to Records.** The State, WWDO and their representatives shall have access to any books, documents, papers, electronic data, and records of the PRRIP which are pertinent to this Contract.

**F. Compliance with Laws.** The PRRIP shall keep informed of and comply with all applicable federal, State and local laws and regulations in the performance of this Contract.

**G. Entirety of Contract.** This Contract, consisting of thirteen (13) pages, represents the entire and integrated Contract between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**H. 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 reasonable control and without the fault or negligence of the nonperforming Party. Such causes may include, but are not limited to, drought, low water levels, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the Party failing to perform promptly notifies the other Party of the extent and nature of the problem, limits delay in performance to that required by the event, and timely takes all reasonable steps to minimize delays.

**I. Indemnification.** The PRRIP shall release, indemnify, and hold harmless the State of Wyoming, the WWDO, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the PRRIP's failure to perform any of its duties and obligations hereunder or in connection with the negligent performance of PRRIP's duties or obligations hereunder, including but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of PRRIP's negligence or other tortious conduct.

**J. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided below:

On behalf of the PRRIP:

Executive Director  
Platte River Recovery Implementation Program  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845

And

Manager of Public/Private Partnerships  
Nebraska Community Foundation  
P.O. Box 83107  
Lincoln, NE 68501-3107

On behalf of the State:

Director  
Wyoming Water Development Office  
6920 Yellowtail Road  
Cheyenne, WY 82002

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

**K. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State and WWDO expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

**L. Termination.**

1. Upon failure of the PRRIP to make timely payments in accordance with this Contract, and upon thirty (30) days written notice to the PRRIP by the State and failure to cure such non-payment by the PRRIP, this Contract may be terminated at the option of the State.

2. If funds are not allocated and available for the project as set forth herein, this Contract may be terminated by the PRRIP upon thirty (30) days written notice to the State by the PRRIP.

**M. 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.

**N. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**O. 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. Failure to object to a breach shall not constitute a waiver.

**P. Officials Not To Benefit.** No Member of or Delegate to the Congress, or state or federal officials shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

**Q. Time is of the Essence.** Time is of the essence in all provisions of this Contract.

**R. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the PRRIP of an originally signed counterpart of this Contract by PDF shall be followed up immediately by delivery of the originally signed counterpart to the State.

**S. Agency.** Neither party hereto shall be, or be considered as, the agent, servant, or employee of the other party or be held responsible or liable for damages for the acts or conduct of the other party.

**T. Foundation.** The Foundation has represented to the State, and the State hereby acknowledges, that the Foundation is the financial management entity providing support to the Governance Committee of the Program and that the Foundation, by executing this Contract, is acting as the contracting agent of the Governance Committee of the Program.

**U. Recitals.** The Recitals set forth in Section 2 above are incorporated into this Contract and shall constitute a part of this Contract for all purposes.

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9. **SIGNATURES.** The Parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

**NEBRASKA COMMUNITY FOUNDATION**

\_\_\_\_\_  
Diane M. Wilson  
Manager of Public/Private Partnerships

\_\_\_\_\_  
Date

**STATE OF WYOMING**

\_\_\_\_\_  
Harry C. LaBonde Jr.  
Director, Wyoming Water Development Office

\_\_\_\_\_  
Date

**WYOMING ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

for:  #190227  
Tyler M. Renner  
Assistant Attorney General

Feb. 19, 2019  
Date