

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made effective the \_\_\_ day of \_\_\_\_\_, 2020, by and between the Rio Blanco Water Conservancy District (“Rio Blanco”), and the Yellow Jacket Water Conservancy District (“Yellow Jacket”).

### RECITALS

A. Rio Blanco and Yellow Jacket are authorized to supply water for beneficial use within their boundaries pursuant to the Water Conservancy Act (C.R.S. §37-45-101, *et seq.*) and the Water Activity Enterprise Act.

B. Rio Blanco and Yellow Jacket have adjoining service areas within the White River basin. Rio Blanco’s District boundaries are depicted on the attached Exhibit A. Yellow Jacket’s District boundaries are depicted on the attached Exhibit B.

C. Rio Blanco and Yellow Jacket are authorized to cooperate between themselves to provide functions and services lawfully authorized to each of them pursuant to C.R.S. § 29-1-203 and to enter leases or exchanges of water with other political subdivisions of the state pursuant to C.R.S. § 37-83-106.

D. The Colorado River Risk Study Phase III has estimated average annual depletions to water rights perfected by use after November 24, 1922 on the White River (“Post-compact Rights”) to be 11,887 acre-feet if there is a compact curtailment.

E. Yellow Jacket and Rio Blanco have further identified needs for water within the White River beyond the event of a compact call.

F. In 2014, Rio Blanco commissioned a Water Storage Feasibility Study by W.W. Wheeler & Associates and EIS Solutions for the lower White River Drainage (“Feasibility Study”).

G. Based on the Feasibility Study, on October 29, 2014, Rio Blanco’s Board of Directors adopted Resolution 2014-01 (“Initial Resolution”) authorizing filing of a conditional water right application for Wolf Creek Reservoir that is currently being adjudicated in Case No. 14CW3043, Water Division No. 6 (“Wolf Creek Reservoir”).

H. Rio Blanco intends to use water from Wolf Creek Reservoir to provide augmentation supplies for domestic, municipal, commercial, industrial, irrigation and environmental purposes, and to augment depletions from Post-compact Rights if there is a compact curtailment on the Colorado River, or from administration of the White River.

I. In addition, consistent with the original plan and intent regarding use of water from Wolf Creek Reservoir in the Initial Resolution, on February 26, 2020 Rio Blanco’s Board of Directors adopted Resolution 2020-001 authorizing adjudication of an umbrella augmentation plan as soon as practicable using water from the Wolf Creek Reservoir as a primary source for augmentation (the “Augmentation Plan”).

*With copy to:*

Edward B. Olszewski, Esq.  
Olszewski, Massih & Maurer, P.C.  
Post Office Box 916  
Glenwood Springs, CO 81602  
Telephone: (970) 928-9100

*To Yellow Jacket*

Yellow Jacket Water Conservancy District  
P.O. Box 447  
Meeker, CO 81641

*With copy to:*

Scott Grosscup, Esq.  
Balcomb & Green, P.C.  
P.O Drawer 790  
Glenwood Springs, CO 81602  
Telephone: (970) 945-6546

The parties may change their addresses for receipt of notice by giving notice as provided herein.

7. Agreement: This Agreement constitutes the entire, integrated understanding of the parties as to the subject matter effective hereby, and all prior or contemporaneous discussions and understandings regarding such subject matter are merged herein or discharged hereby.

8. Amendments: Any amendment or extension of this Agreement shall not be effective unless stated in writing, approved and executed by all parties.

9. Indemnification and Liability: To the extent permitted by law, the individual parties hereby indemnify each other for their individual acts and omissions and assume full liability for their individual acts and omissions. The parties do not hereby waive any application of the Colorado Governmental Immunity Act, and no third-party beneficiaries are intended or created by this Agreement.

10. Jurisdiction. Any suit involving any dispute or matter arising under this Agreement may only be brought in Rio Blanco County, Colorado, having jurisdiction over the subject matter of the dispute or matter. All parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any proceeding. The prevailing party in any such dispute or matter shall be entitled to an award of its reasonable costs including but not limited to reasonable attorney's fees.