Firestorm Wildland Fire Suppression, Inc.
DBA Working Ecosystems1100 Fortress St. Suite 2
Chico, CA 95973
TIN# 68-0390618

Nebraska Community Foundation, Inc.
PO Box 83107
Lincoln, NE 68501-3107
TIN# 47-0769903

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
Agreement for Prescribed Fire Management Services between Nebraska Community Foundation, Inc., Platte River Recovery Implementation Program, and Firestorm Wildland Fire Suppression, Inc.

1. Parties.
This Agreement is made and entered into by and between the Nebraska Community Foundation, Inc. ("Foundation") of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program ("Program") and Firestorm Wildland Fire Suppression, Inc. ("Contractor").

2. Purpose.
The purpose of this Agreement is to allow the Foundation, acting as the fiscal agent for the Governance Committee (GC) of the Program, and the Contractor to enter into an Agreement to provide spring 2012 prescribed fire management services. The Request for Proposals to provide prescribed fire management services is attached as Exhibit A. The Contractor's technical proposal is attached as Exhibit B.

3. Payments
A. Compensation: For all of the services described above and all goods and materials supplied by the Contractor, the Foundation shall pay the Contractor Eighty-Nine Thousand One Hundred and Ten Dollars ($89,110) for spring 2012 prescribed fire management services.

Payments will be made according to the following schedule:

The Contractor shall submit one application for payment to the Program following completion of the performance period, which is three (3) weeks starting March 15, 2012.

B. Terms of Payment: The Program's Technical Point of Contact will certify and present application for payment to the Program's Billing Point of Contact (contact information follows). The application for payment should be presented according to the payment schedule above. Upon receiving a reimbursement request from the Contractor, the Program's Billing Point of Contact will advise the Foundation of approval. The Foundation will make payment of these funds directly to the Contractor within 30 days. Bills are due within 60 days after the billing date.

Billing Point of Contact (Program):
Dr. Jerry F. Kenny, Executive Director
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845

Technical Point of Contact (Program)
Tim Tunnell, Land Manager
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845

Phone:	(308) 237-5728	Phone:	(308) 237-5728
Fax:	(308) 237-4651	Fax:	(308) 237-4651
Email:	kennyj@headwaterscorp.com	Email:	tunnellt@headwaterscorp.com

4. Term of Contract

This contract shall begin on March 1, 2012 ("Commencement Date") and shall remain in effect until May 1, 2012 ("Expiration Date"), or until the work required is satisfactorily completed, whichever comes first. Any extension beyond the Expiration Date must be in writing and signed by the Program.

5. Performance of Work.

The Contractor shall perform all work required under this contract in accordance with the highest standards of the Contractor's profession or craft and to the satisfaction of the Program. The Contractor shall perform all work in accordance with all laws and regulations and shall obtain any permits or licenses required. The Contractor shall not be paid for any work found by the Program to be unsatisfactory.

6. Materials and Tools.

Unless otherwise expressly provided herein, or unless such expenses are previously approved by the Program in writing prior to their expenditure, Contractor agrees to provide, at its sole expense, all the necessary labor, machinery, tools, equipment, supplies, materials and appliances required to perform the Work.

7. Contractor Liability.

If a wildfire occurs as the result of the Contractor's failure to follow the approved Prescribed Fire Plan, the Contractor shall be liable for all damages and all costs for labor, subsistence, equipment, supplies, and transportation deemed necessary to control the escaped fire and repair/replace all Program, personal and/or non-federal public property.

8. Insurance Requirements.

The work to be performed under this contract shall be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold the Foundation, Program, and Executive Director's Office harmless for any and all liability or loss arising in any way out of the performance of this contract.

The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverages and provide the corresponding certificates of insurance:

(i) Workers' compensation insurance as required by the State of Nebraska;

(ii) Motor vehicular liability insurance with limits of not less than $1,000,000 combined single limit which insurance shall be applicable to any and all vehicles utilized by contractor to provide the services requested by Program;

(iii) General liability insurance for all services rendered by contractor for the requested services with a minimum of $1,000,000 personal and advertising injury and $1,000,000 general aggregate.

9. Taxes

The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

10. Termination and Remedies

The Program may cancel this contract at any time upon two weeks written notice. Should this occur, payment for work satisfactorily completed will be adjusted accordingly. In addition, if the Contractor defaults in performance of the Contractor's duties under this contract, whether for circumstances within or beyond the control of the Contractor, the Program and Foundation may immediately terminate this contract by written notice to Contractor. Should termination occur as a result of Contractor's default, the Foundation shall be entitled to damages from Contractor resulting from Contractor's default and shall be entitled to offset any amounts payable to Contractor for work satisfactorily completed against such damages. The balance of amounts payable to Contractor for work satisfactorily completed, if any, shall be paid to Contractor.

11. Independent Contractor

The parties intend that an independent contractor-client relationship will be created by this contract. The conduct and control of the work will lie solely within the purview of the Contractor. The Contractor is not to be considered an agent or employee of the Foundation or Program for any purpose, and no joint venture or principal-agent relationship exists. The Contractor and employees of the Contractor are not entitled to any of the benefits that the Foundation or Program provides for its employees. If appropriate, the Foundation will report all fees paid to the Contractor to the IRS on Form 1099. Neither the Foundation, Program nor the Contractor shall have any right, power, or authority to create any obligation, expressed or implied on behalf of the other.

12. Assignment/Subcontract

The Contractor may not assign or transfer this contract or subcontract for the work to be performed without the prior written consent of the Program.

13. Ownership of Documents and Data

Any reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material, produced under this contract are the exclusive property of the Program and are to be delivered to the Program at the end of this contract. These materials and data may be used by the Contractor only with the prior written consent of the Program; and any use of these materials or data will include an acknowledgment that the materials or data are the property of the Platte River Recovery Implementation Program. Contractor hereby assigns to the Program any and all copyrights, trademarks, patents, inventions, trade secrets or other intellectual property rights that Contractor may acquire in any of the materials described above or otherwise as products of the performance of this contract. Contractor warrants to the Program that Contractor will not infringe the intellectual property rights of others in the performance of this contract.

14. <u>Publicity.</u>

Any publicity or media contact associated with the Contractor's services and the result of those services provided under this Agreement shall be the sole property and responsibility of the Program. Media requests of the Contractor should be directed to the Program's Media Point of Contact.

15. <u>Notices</u>

Any notice required by this contract shall be sent certified mail, return receipt requested, to the parties at the addresses set out above.

16. <u>Binding Effects/Amendments</u>

This contract shall become binding when signed by the parties. This contract contains the entire agreement of the parties and no amendment shall be effective except in writing signed by both parties.

17. Contacts

Administrative Point of Contact (Foundation):
Diane M. Wilson
Chief Financial and Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Admin. Point of Contact (Program):
Dr. Jerry F. Kenny, Executive Director
Platte River Recovery Implementation Prog.
Headwaters Corporation
3710 Central Avenue, Suite E
Kearney, Nebraska 68847
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

Technical Point of Contact (Program):
Tim R. Tunnell, Land Manager
Headwaters Corporation
Phone: (402) 219-3883
Email: tunnellt@headwaterscorp.com

Administrative Point of Contact (Contractor):
James R. Wills
Chief Executive Officer
Firestorm Wildland Fire Suppression, Inc.
1100 Fortress St, Suite 2
Chico, CA 95973
Phone: (530) 514-2892

Technical Point of Contact (Contractor):
Jess Wills
Operations Manager
Firestorm Wildland Fire Suppression, Inc.
1100 Fortress St, Suite 2
Chico, CA 95973
Phone: (530) 514-2892

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Nebraska Community Foundation	Firestorm Wildland Fire Suppression, Inc.
By_____	By_____
DIANE M. WILSON, Chief Financial and Administrative Officer	JAMES R. WILLS, Chief Executive Officer
Date: _____	Date: _____

EXHIBIT A

PRESCRIBED FIRE MANAGEMENT SERVICES REQUEST FOR PROPOSALS

EXHIBIT B

FIRESTORM WILDLAND FIRE SUPPRESSION, INC. TECHNICAL PROPOSAL