

AERIAL PESTICIDE APPLICATION AGREEMENT

In consideration of the mutual obligations set forth herein, Marin Sonoma Mosquito and Vector Control District (DISTRICT) and Alpine Helicopter Service (CONTRACTOR) agree as follows:

1. This Agreement shall be effective on July 1, 2005 and continue until terminated by written notice, at least 30 days prior to termination by either party wishing to terminate the Agreement. Such notice shall be sent to:

If notice to DISTRICT:

The address of DISTRICT as shown in Appendix A.

If notice to CONTRACTOR:

The address of CONTRACTOR as shown in Appendix B.

2. DISTRICT shall, from time to time, engage CONTRACTOR to spray pesticides from aircraft operated by CONTRACTOR for purposes of mosquito abatement and control. CONTRACTOR shall accept such engagements in accordance with this Agreement.
3. CONTRACTOR agrees to utilize pilots maintaining valid FAA certified Commercial or more advanced pilot certificates who have flown a minimum pilot in command time of 2000 hours, of which no fewer than 2000 hours shall have been flown while engaged in aerial applications in aircraft having either fixed wing or rotor wing, and no fewer than 100 hours shall have been conducted in the make and model aircraft being flown to perform the services required under this Agreement.
4. CONTRACTOR agrees to file with the appropriate agencies within the County where the work is to be performed, the certification K or other certification or licenses necessary for the permission to perform aerial application.
5. Application, handling and storage of pesticides by CONTRACTOR shall be in strict conformity with all applicable Federal, State and Local laws, regulations, and requirements. CONTRACTOR shall at all times be properly licensed and certified by appropriate agencies for the application, handling and storage of pesticides under this Agreement and for the operation of aircraft used in such application.
6. The locations and timing of the application of pesticides by CONTRACTOR shall be at the discretion and direction of DISTRICT.

7. Pesticides to be applied shall be only those specified by the State Department of Health Services and controlled under the Cooperative Agreement of the Environmental Management Branch (EMB) offices of the State Department of Health Services. Application shall be by aerial spraying in accordance with specifications, calibrations, and application rates specified by DISTRICT and the pesticide manufacturer. CONTRACTOR shall strictly adhere to such specifications and application rates. In the event that, as a result of improper application techniques, mosquito populations are not reduced to a level determined to be acceptable by DISTRICT, CONTRACTOR shall not be entitled to compensation for such application. Such compensation may be withheld from any funds due or to become due from DISTRICT.
8. DISTRICT's representative may inspect and monitor all storage, handling, and application procedures used by CONTRACTOR. However, any inspection or monitoring by DISTRICT shall not affect the duties or responsibilities of CONTRACTOR as described in this Agreement.
9. CONTRACTOR shall maintain and permit DISTRICT to inspect records showing date, location, type of pesticide, quantity used, and number of acres treated on its behalf.
10. CONTRACTOR shall be compensated for its services and expenses as provided in Appendix C of this Agreement. Each invoice submitted to DISTRICT by CONTRACTOR for payment shall be accompanied by a copy of the applicable records, together with the exact times of application if requested by DISTRICT. If requested, an annual summary shall be provided to DISTRICT by CONTRACTOR of the annual hours of aerial time utilized and charges incurred.
11. CONTRACTOR shall provide spraying and surveillance services for the entire geographical area within DISTRICT'S jurisdiction, and shall cooperate and assist DISTRICT in obtaining any permits or grants of permission necessary to permit the spraying of pesticides. Spray services shall be provided, weather and flying safety factors permitting.
12. CONTRACTOR is an independent contractor and in no sense shall be considered an employee or agent of the DISTRICT.
13. **HOLD HARMLESS AND INDEMNITY:**

CONTRACTOR shall indemnify and hold harmless DISTRICT, its officers, officials, employees, agents, and volunteers from and against any and all claims, liabilities, losses, damages, expenses or injuries, including attorney fees arising out of the operations of the contractor described herein, caused in whole or in part by any negligent act or omission of the contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or

willful misconduct of DISTRICT.

14. **INSURANCE REQUIREMENTS:**

CONTRACTOR shall procure and maintain, at its own expense, for the duration of the contract, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, or employees. Certified copies of such policies, including endorsements and renewals, shall be given to DISTRICT prior to the effective date of the policies, endorsements or renewals.

A. Minimum Scope of Insurance

Coverage provided by CONTRACTOR shall include the following:

1. Automobile Liability coverage that is at least as broad as CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
3. Aviation Liability insurance including Chemical Coverage Endorsements, on a form acceptable to DISTRICT.

B. Minimum Limits of Insurance

1. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
2. Workers' Compensation: Benefits as per California statutory requirements.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Aviation Liability Insurance: \$1,000,000 per occurrence. Any Chemical Coverage sub-limits shall be at least \$100,000/\$300,000/\$100,000 for bodily injury per person, bodily injury per accident & property damage

C. Other Insurance Provisions

The Automobile Liability and Aviation Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its officers, officials, employees, agents, and volunteers are to be named as additional insureds as respects liability arising out of the operations of the CONTRACTOR including automobiles owned, leased, hired or borrowed by CONTRACTOR.

2. Each insurance policy required shall be endorsed to state that DISTRICT will be notified of any material change to the policies, and that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except the reduction of aggregate limits by payments of claims, without thirty (30) days prior written notice by certified mail, return receipt requested, being given to DISTRICT.
3. *Only to the extent required in Sections 13. Hold Harmless and Indemnity and Section 14. Insurance Requirements Paragraph C. Other Insurance Provisions Subparagraph 1., the CONTRACTOR'S insurance coverage shall be primary insurance as respects DISTRICT, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, officials, employees, agents, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it to the extent the CONTRACTOR'S policies apply.*
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
5. CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its officers, officials, employees, agents, and volunteers; or CONTRACTOR shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to DISTRICT.

F. Verification of Coverage

CONTRACTOR shall furnish DISTRICT with certified copies of the insurance policies, including all endorsements and renewals. All policies and endorsements are to be received and approved by DISTRICT prior to commencement of performance under this Agreement.

G. Subcontractors

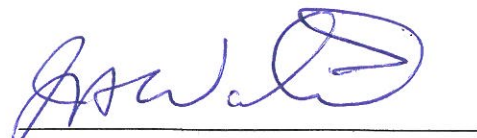
CONTRACTOR shall obtain prior approval and consent from DISTRICT prior to utilizing any subcontractor with respect to the services to be provided.

15. DISTRICT'S duties and responsibilities shall include the following:
1. DISTRICT shall not unreasonably request services from CONTRACTOR and shall assist, where possible, in coordinating the timing of services to be performed.
 2. DISTRICT shall be responsible to pay all invoices which are properly documented and not in dispute.
 3. DISTRICT shall identify in Appendix D, the geographical areas to be treated with chemicals, including any towns, or cities that may be exposed to the applied chemicals
 4. DISTRICT shall provide in Appendix E, a list of all pesticides to be used in aerial application.
 5. DISTRICT shall provide the pesticides for application at a location and time upon which DISTRICT and CONTRACTOR agree.

DATED: 11-7-05

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Marin Sonoma Mosquito and Vector District:
Jim Wanderschied, District Manager



CONTRACTOR