BUREAU OF FIRE MANAGEMENT
3284 W. Industrial Loop
Coeur d'Alene, ID 83815
Phone (208) 769-1525
Fax (208) 769-1524

IDAHO DEPARTMENT OF LANDS

DUSTIN MILLER, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS
Brad Little, Governor
Lawrence E. Denney, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon D. Woolf, State Controller
Sherri Ybarra, Sup't of Public Instruction

AVIATION PRICE AGREEMENT for CALL-WHEN-NEEDED SERVICES

PURPOSE: The purpose of this Price Agreement ("Agreement") is to establish general terms and conditions for aviation services in connection with fire suppression and land management activities by the Idaho Department of Lands (IDL).

FULLY OPERATED: Vendor, except as otherwise provided in this agreement, will furnish in accordance with the specifications, terms and conditions of this agreement and at the applicable accepted bid schedule prices, the aircraft, pilots, other personnel, repairs, operating supplies, service facilities, meals, lodging and incidentals necessary to the operations of the aircraft.

REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS: Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Agreement.

Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify IDL in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon IDL's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

SAVE HARMLESS: Vendor shall protect, indemnify, and save the State harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of Vendor, his employees, or subcontractors, howsoever caused.

Notwithstanding the foregoing indemnity and save harmless provisions detailed herein, it is specifically understood and agreed that the Vendor shall not be liable for any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property, or claims for money damage, caused by the negligence or willful misconduct of the State, its directors, officers, employees, agents, servants, and assignees, whilst acting on behalf of the State.

GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce this Agreement shall be brought in Ada County, Boise, Idaho.

INSURANCE REQUIREMENTS:

1. The Vendor shall obtain and retain in force for the duration of this agreement, the following forms of insurance written by an insurance company having a Best's rating of AV or better

and be licensed and admitted in Idaho. The Vendor shall furnish the Department of Lands with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Vendor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Vendor. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insured and shall protect the Vendor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this agreement whether such operations be by the Vendor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this agreement. The Vendor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Department of Lands.

a. Commercial General and Umbrella Liability Insurance

   Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than $1,000,000 each occurrence, with an aggregate of no less than $2,000,000. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured agreement including the tort liability of another assumed in a business agreement.

b. Aircraft/Aerial Operations Liability Insurance

   Vendor shall maintain aircraft/aerial operations liability insurance with a combined single limit of not less than $1,000,000 each occurrence and passenger liability not less than $100,000 per seat. The policy will provide coverage for bodily injury and property damage arising from any aerial operations engaged in under this agreement.

c. Automobile Insurance

   The Vendor shall maintain automobile liability insurance which shall provide a minimum $1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

2. By requiring insurance herein, the Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to the State in this agreement.

3. The Vendor shall maintain worker's compensation insurance including employer's liability in the amount required by statute covering employees of Vendor and any uninsured subcontractors. Vendor shall furnish the Department of Lands with a certificate of insurance evidencing such coverage.

4. The Vendor shall require all subcontractors utilized in performance of this agreement to provide certificates of insurance to the Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

SAFETY INFORMATION: The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.

Contractor guarantees that all items provided by Contractor in performance of this contract meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

USE OF THE IDAHO DEPARTMENT OF LANDS NAME: Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use IDL's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of IDL.

FORCE MAJEURE: Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify IDL promptly in writing of any cause for delay and IDL concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible. Matters of Contractor's or Subcontractor's finances shall not be a Force Majeure.

PUBLIC RECORDS: Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. IDL will not accept the marking of an entire document as exempt. In addition, IDL will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend IDL against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by IDL shall constitute a complete waiver of any and all claims for damages caused by any such release. If IDL receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

NO WAIVER OF SOVEREIGN IMMUNITY: In no event shall this Agreement or any act by IDL, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for IDL. This section applies to a claim brought against IDL only to the extent Congress has appropriately abrogated IDL's sovereign immunity and is not consent by IDL to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

ATTORNEYS' FEES: In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

AFFIDAVIT OF COMPLIANCE: The Contractor, upon completion of the project work, must furnish IDL with a notarized affidavit stating that:

a. At least the minimum Idaho wage was paid.

b. There was compliance with all labor laws.

c. All debts incurred as a result of this contract were paid.

d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

MAINTENANCE: All maintenance shall be in accordance with 14 CFR, Part 43, and shall be corrected in accordance with Federal Aviation Regulations or the approved maintenance manual pursuant to Part 43.

In the event an aircraft becomes unavailable due to a maintenance issue, it is the Contractor's responsibility to ensure that any maintenance is completed correctly in accordance with Federal Aviation Administration (FAA) regulations. A certified aviation maintenance technician will complete the necessary work and make the appropriate entry in the aircraft log book. Major repairs or alterations will require an FAA Inspector's Authorization.

When this has been completed and the PIC agrees with the log book entry, the PIC makes the decision the aircraft is ready to return to service. The PIC will then inform the ATBM or HMGB that the aircraft is in service. The ATBM/HMGB will inform the IDL COR or designee (e.g., the IDL Duty Officer) of the Contractor's actions, and the IDL COR (or designee) will return the aircraft to contract. Aircraft will not be dispatched to an incident prior to being returned to contract by the IDL COR or designee.

Federal agencies may keep IDL aircraft from operating on federal protection until the maintenance has been approved by an OAS or USFS Maintenance Inspector. However, this may not stop flights on IDL or Timber Protective Association (TPA) protection.

LIABILITY FOR DAMAGE TO EQUIPMENT:

1. Security of the aircraft and Vendor-owned equipment shall be the responsibility of the Vendor regardless of whether the aircraft is operating from a remote alternate base point or the designated base point.

2. Any claim for damage, loss or destruction of any item of equipment accepted under this agreement that occurs while said item of equipment is being used on authorized work will be considered under applicable laws and regulations. Under no circumstances will a claim be approved for damage, loss or destruction of said equipment due to ordinary wear and tear or to which negligence on the part of the Vendor, his agent or employees contributed.

OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:
In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation, or outside the terms of this agreement.

AIRCRAFT AND PERSONNEL CARDING: All aircraft, support vehicles, and personnel will have a current interagency card approved by the USFS or Department of Interior AMD. Any aircraft, support vehicle, or person not having such card will be identified in this agreement and their use under the terms of this agreement may be limited by IDL.

NO GUARANTEE: IDL makes no guarantee of use during the term of this price agreement. IDL personnel may utilize this price agreement at their discretion, and may opt to enter into other price agreements and use aircraft from other venders, whichever is deemed, by IDL personnel, to be in the best interest of the State.

PAYMENTS: Payment will be made at the rates shown in this Price Agreement. When a Daily Availability is charged the aircraft and support equipment along with all necessary personnel will be in a state of readiness for takeoff upon fifteen (15) minute notice. The daily availability period will be for nine (9) hours each day paid. If the aircraft has not been available for nine hours then the Daily Availability rate will be reduced by one eighteenth (18) for each ½ below the nine hour minimum. If the aircraft is kept beyond nine hours an additional extended standby rate of $50.00 per hour will be paid for each pilot and support person kept with the aircraft and in a state of readiness requested by IDL.

MOBILIZATION/ DEMOBILIZATION: IDL will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

1. Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

2. Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying

the difference in distance (hours of flight) by the appropriate flight rate stipulated for the aircraft listed in this agreement.

3. Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

4. Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

5. If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire.

6. Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or MapQuest.

RATES: The State of Idaho, Department of Lands, hereby enters into a price agreement for Aircraft Rental for a maximum period of one (1) year commencing with date signed, with the assigned vendor. Said vendor to furnish the following aircraft and all equipment and personnel to operate at the price quoted for that period.

If the aircraft and pilots are interagency carded by either the OAS or USFS please attach current documentation.

Fire Work						
	Aircraft/Vehicle Make	Model	Registration or License #	Rental Cost per Hour/Mile with Pilot/Driver	Daily Availability	Interagency Carded (Y/N)
1	Partenavia (Vulcanair)	P68	N17ZX	$1630	$3780	Y
2	Partenavia (Vulcanair)	P68	N170WL	$1630	$3780	Y
3	Cessna	185	N379JT	$1550	$3780	Y
4						
5	Note:					
6						

Note: N17ZX and N170WL are equipped with LWIR, NIR, and RGB mapping sensors capable of mapping 200,000 acres per hour. The mapping sensor is additionally integrated with an EO/IR turret providing cooled MWIR, Low light, and RGB video for verification of fire perimeters, hotspots, and lightning/fire recon.

N379JT is used as a backup aircraft and is equipped with the EO/IR turret and Churchill ARS computer.
All aircraft are capable of providing live video feed to any Apple or Droid device with secure login for fire IC or fire CP where cellular data is available. Completed fire maps (see fire fact sheet attached) are sent to the NIFC FTP site within 30 minutes of completed fire data acquisition.

Project Work					
	Aircraft/Vehicle Make	Model	Registration or License #	Rental Cost per Hour/Mile with Pilot/Driver	Interagency Carded (Y/N)
1	Partenavia (Vulcanair)	P68	N17ZX	$1310	Y
2	Partenavia (Vulcanair)	P68	N170WL	$1310	Y
3	Cessna	185	N379JT	$1310	Y
4					
5					
6					

Owyhee Air Research (OAR) specializes in natural resource aerial data acquisition. N17ZX and N170WL aircraft are equipped with LWIR, NIR, RGB mapping sensors and an EO/IR turret with Cooled MWIR, Low light, and RGB video sensors. N379JT is equipped the EO/IR turret. All aircraft sensors are integrated with specialized mission computers. OAR is the national leader in aerial IR wildlife data acquisition.

All OAR Aircraft and Pilots are carded under its USFS Contract # AG-024B-B-16-5404 and DOI Contract # D17PA00036.

TERMS: F.O.B. VENDOR'S HOME BASE

BURDEN OF PROOF: It shall be the responsibility of the vendor to furnish the State with sufficient data to determine if the service offered conforms to the specifications.

AGREEMENT TERM: This Agreement will become effective once signed by all parties. The Agreement will terminate on ***May 31, 2021***

IDAHO DEPARTMENT OF LANDS
/s/Kevin Benton
By: Kevin Benton Title: Aviation Program Manager

Date: 6/10/20

VENDOR

The undersigned, having read all the agreements, together with any and all special provisions and specifications set forth, do agree thereto in every particular and will furnish the above at the prices stated. Further, the undersigned understands that this document shall constitute the entire price agreement between the undersigned and the State of Idaho.

Signature: John Romero

John Romero, President

Date: 6/10/2020

Company: Owyhee Air Research, Inc.

Phone: 208-442-5405

Address 3305 Airport Road

Fax: _____

Nampa, ID 83687