



Monterey County

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Salinas, CA 93901
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Board Order

Upon motion of Supervisor Calcagno, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved the attached template Agreement for the hiring of volunteer pilots to operate the Cessna 206 aircraft donated to the Sheriff's Office by the Sheriff's Advisory Council; and
- b. Authorized the Sheriff or his designee to sign the Agreement.

PASSED AND ADOPTED on this 2nd day of December 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on December 2, 2014.

Dated: December 9, 2014
File Number: 14-1261

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

(hereinafter "PILOT").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

The County hereby accepts the volunteer services of PILOT to operate the County's Cessna 206 (hereinafter "AIRCRAFT") as a member of the Sheriff's Aero Squadron. The Sheriff's Aero Squadron is defined as auxiliary voluntary unit of the Sheriff's Office, organized under the Sheriff's Advisory Council.

PILOT is a volunteer and shall receive no compensation from the County for operating the AIRCRAFT.

The term of this Agreement is for the life of the Sheriff's Aero Squadron as an organization, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both PILOT and County and with County signing last. COUNTY and PILOT each reserve the right to cancel this Agreement, with or without cause, immediately.

The PILOT is specially trained, experienced, competent, and appropriately certificated to operate the AIRCRAFT.

The PILOT meets the following criteria:

1. Member in good standing with the Sheriff's Aero Squadron
2. Possesses a valid Federal Aviation Administration (FAA) Private Pilot Certificate or higher
3. Possesses a valid Third Class, or higher, FAA Medical Certificate
4. Aero Squadron Pilot Affirmation form signed within the last 12 months
5. Possesses a High Performance endorsement as required by the FAA as published in 14 CFR 61.31
6. Completed the Phoenix Aviation Underwriters Pilot History Form, and submitted the completed form to the County

PILOT must successfully complete a Familiarization Flight and Checkout Flight with the Safety Officer, or his designee, prior to being allowed to fly the AIRCRAFT for transport purposes.

PILOT must be approved by the Safety Officer for duties prior to assuming "Pilot in Command" responsibility on a transport or surveillance mission in the AIRCRAFT

PILOT shall at all times operate the AIRCRAFT in a safe and skillful manner.

PILOT shall perform a complete safety check of the AIRCRAFT prior to and after each flight.

AIRCRAFT shall be employed to service Monterey County only and any benefit accorded PILOT shall be limited to service to Monterey County.

County shall provide aircraft hull and liability insurance coverage in the amount of Forty Million Dollars (\$40,000,000) single limit and in the aggregate, subject to policy terms, conditions, endorsements, exclusions, coverages and limits stated therein. County shall have the exclusive right to accept, reject, modify, amend, endorse, rescind, cancel, non-renew, renegotiate, bind, periodically renew or change the above described insurance policy terms and conditions; or, within its sole discretion and at any time herein, elect to self-insure or transfer risk, as the County may deem appropriate.

County shall indemnify, defend and hold harmless the PILOT from any claim, liability, loss, injury or damage arising out of, or in connection with, operating the aircraft, excepting only loss, injury or damage caused by the gross negligence or willful misconduct of PILOT.

Any waiver of any terms and conditions of the Agreement must be in writing and signed by the County and PILOT. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement. Any waiver of a material term or condition of this Agreement shall require prior approval of the County of Monterey Board of Supervisors.

This Agreement is non-exclusive and both County and PILOT expressly reserve the right to contract with other entities for the same or similar services. However, the above-described insurance is only available to cover County of Monterey operations and will not apply to non-County operations or unsanctioned activities.

This Agreement represents the entire Agreement between the County and PILOT with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the PILOT as of the effective date of this Agreement.

IN WITNESS WHEREOF, County and PILOT have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

PILOT

Date

Date