

1. This agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "COUNTY") and _____ (hereinafter "PILOT").
2. In consideration of the mutual covenants and conditions set forth in this Agreement, parties agree as follows:
3. The COUNTY hereby engages PILOT to operate county owned aircraft (hereinafter AIRCRAFT) as a member of the Monterey County Sheriff's Aero Squadron (MCSAS). The requirements to be a member of the Monterey County Aero Squadron (MCSAS) are set forth in paragraph 7. If at any time those qualifications or requirements change, the COUNTY shall be immediately notified.
4. PILOT is a volunteer and shall receive no compensation and or benefit from the COUNTY for PILOT service. The items set forth in paragraph 8 do not constitute an extension of employment or compensation.
5. This agreement shall become effective upon the signature of the Sheriff/Undersheriff and will terminate two (2) years after the signature unless amended.
6. COUNTY and PILOT reserve the right to cancel this Agreement, with or without cause, at any time, except while in flight. COUNTY will notify Pilot of such cancelation in writing, delivered by United States Postal Service, Registered Mail, requesting a Return Receipt (by mail), to the PILOT('s) address of record. PILOT will notify COUNTY of such cancellation in the same manner; sending to MCSO, Attn: Contracts Manager, 1414 Natividad Road, Salinas, CA 93906.
7. PILOT will not act as a flying crewmember of any aircraft in service to the COUNTY without the following:
 - a. PILOT holds a valid Federal Aviation Administration (FAA) Private Pilot, Commercial or Airline Transport Pilot Certificate for the Category and Class aircraft to be flown.
 - b. PILOT has a minimum of 250 hours logged as Pilot in Command in the Category and Class aircraft to be flown.
 - c. PILOT holds a third Class or higher, FAA Medical Certificate or alternatively maintains BasicMed privileges.
 - d. Pilot has completed a Flight Review in accordance with FAR 61.56.
 - e. Pilot is a member in good standing with MCSAS.
8. COUNTY will provide at no cost to PILOT the following:
 - a. Insurance coverage via a current County Aircraft Insurance Policy.
 - b. All deductible expenses arising from any claim involving PILOT service.
 - c. Electronic copies to MCSAS of all policies providing coverage to or for the COUNTY regarding PILOT service, for distribution to its members.
 - d. Automatic and timely information regarding changes to the carrier, renewal and cancellation dates as well as policy terms and conditions.
9. COUNTY shall indemnify, defend, and hold harmless the PILOT from any claim, liability, injury or damage arising out of or in connection with PILOT service to COUNTY,

excepting loss, injury or damage caused by the gross negligence or willful misconduct of the PILOT.

- 10. Any waiver of the terms and conditions of this 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 of the Agreement.
- 11. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this agreement.
- 12. 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.
- 13. This Agreement, represents the entire agreement between 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 COUNTY and 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
Sheriff/Undersheriff

PILOT

Date

Date

Deputy County Counsel

Date