

through the Sheriff's Office. Such personnel provided by County shall be either employees or contractors of County and under the control of County.

2.3 The County will use only grant funds to pay for costs associated with this Agreement, and will not use any monies attributable as "tax dollars" to pay for any associated costs.

**3. Utilization of Corporate Identity or Likeness:**

3.1 The County and Aerial Solutions II LLC will use reasonable efforts to participate in mutually-beneficial public relations and marketing activities. Neither the County nor Aerial Solutions II LLC will utilize the other's markings or identities without written permission from the other Party.

**4. Relationship of the Parties:**

4.1 Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, employer/employee, associate, joint venture, or agency relationship between the Parties.

**5. Agreement Duration:**

5.1 Subject to Section 10, this Agreement shall be in effect for a period of Three (3) years. It will commence upon delivery of the aircraft by Aerial Solutions II LLC, with the required equipment, so that it is fully available for use. ("Term").

**6. Representations, Warranties and Covenants of Aerial Solutions II LLC:**

Aerial Solutions II LLC hereby represents, warrants, and covenants as follows:

6.1 **Organization:** Aerial Solutions II LLC is an incorporated company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the power and authority to execute, deliver and perform its obligations under this Agreement.

6.2 **Authorization:** The execution, delivery and performance of Aerial Solutions II LLC to this Agreement have been authorized by all necessary corporate action on the part of Aerial Solutions II LLC.

6.3 **Aerial Solutions II LLC's compliance with the Federal Aviation Administration (hereinafter FAA):** Aerial Solutions II LLC will conduct all flight operations under a PAO (Public Aircraft Operations) Use and shall comply with certain operating rules of the NAS (National Airspace System) as published in Advisory Circular (AC No. 00-1.1A) reference: 7.f. FAA regulations for PAO and 8.c.(2) (e.g. 14 CFR & Part 91:119, minimum safe altitudes: General). Aerial Solutions II LLC represents that each aircraft, pilot and mechanic is properly licensed, certified and meets the minimum requirements as set forth in the applicable FAA

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