

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA
AND THE SHERIFF FOR ALBEMARLE COUNTY

This Memorandum of Understanding (the "Agreement") is made and entered into on the ____ day of July, 2016, by and between the County of Albemarle, Virginia (the "County") and the Sheriff for Albemarle County (the "Sheriff");

WHEREAS, Mr. David King donated a DJI Phantom 3 unmanned aircraft system to the County; and

WHEREAS, the intent of Mr. King's donation is for the Sheriff's Office to use the DJI Phantom 3 unmanned aircraft system for search and rescue operations; and

WHEREAS, the County and the Sheriff desire to enter into an agreement setting forth their understanding with respect to the use and operation of the DJI Phantom 3 unmanned aircraft system.

NOW THEREFORE, the parties hereto covenant and agree as follows:

A. Ownership. The DJI Phantom 3 unmanned aircraft system (hereinafter "UAS") shall remain the property of the County.

B. Certificate of Authorization. The County shall apply for a public use Certificate of Authorization from the Federal Aviation Administration.

C. Use. Upon receipt of a public use Certificate of Authorization from the Federal Aviation Administration, the County will transfer possession of the UAS to the Sheriff.

D. Specific UAS Operations. The Sheriff shall use the UAS for search and rescue operations, pursuant to Virginia Code §19.2-60.1(C). The Sheriff may use the UAS for incident situation assessment functions that are non-law enforcement purposes pursuant to Virginia Code §19.2-60.1(D). Additionally, the Sheriff may use the UAS for training purposes for the aforementioned search and rescue operations pursuant to Virginia Code § 19.2-60.1(C).

E. Insurance. The County shall maintain property insurance on the UAS for the duration of this agreement. The Sheriff's Office shall maintain liability insurance for operations related to the UAS for the duration of this agreement.

F. Term of Agreement. This Agreement shall take effect upon the full execution of this Agreement by the Sheriff and the County and shall remain in force for the duration of the Sheriff's term in office (including terms for which he is re-elected), unless terminated by either party upon thirty (30) days prior written notice. This Agreement may be amended only upon the written agreement of both the Sheriff and the County.

By: _____ Date: _____
J.E. "Chip" Harding, Sheriff

COUNTY OF ALBEMARLE, VIRGINIA

By: _____ Date: _____
Thomas C. Foley, County Executive

Approved as to Form:

County Attorney