

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 September 2018, by and between the County of Albemarle, Virginia (the "County") and the Sheriff for Albemarle County (the "Sheriff");

WHEREAS, the Sheriff has purchased a DJI Matrice 210 unmanned aircraft system along with essential cameras, power accessories, and other accessories for the operation of the DJI Matrice 210 unmanned aircraft system;

and

WHEREAS, the intent of the Sheriff's purchase is for the Sheriff's Office to use the DJI Matrice 210 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 Matrice 210 unmanned aircraft system.

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

A. Ownership. The DJI Matrice 210 unmanned aircraft system (hereinafter "UAS") shall remain the property of the County.

B. Certificate of Authorization. The Sheriff shall prepare and submit to the County for approval any authorizations or amendments to the County's Certificate of Authorization for public use for the Federal Aviation Administration. The Sheriff shall be responsible for registration responsibilities for the UAS, including fees.

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, and said liability insurance shall be the primary policy. The Sheriff shall add the County to its policy as an additional insured on a primary and noncontributory basis. The County will also require a waiver of subrogation to be executed and included in the Sheriff's general liability and umbrella insurance policies to which the County is named as additional insured.

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.

SHERIFF OF ALBEMARLE COUNTY, VIRGINIA

By:  Date: 9/18/18
J.E. "Chip" Harding, Sheriff

COUNTY OF ALBEMARLE, VIRGINIA

By: _____ Date: _____
Jeff Richardson, County Executive

Approved as to Form:

County Attorney