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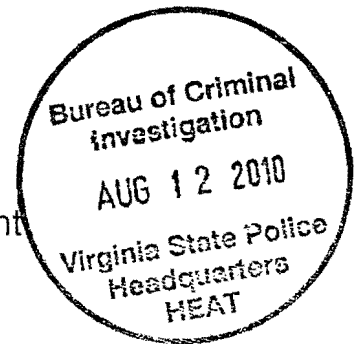
COMMONWEALTH OF VIRGINIA

Memorandum of Understanding
And H.E.A.T. Program Bait Car Loan Agreement

Between

The Virginia Department of State Police and

The Fauquier County Sheriff's Office



I. PURPOSE

This Agreement is entered into by the Virginia Department of State Police (VSP) and the Fauquier County Sheriff's Office (the parties) to establish responsibilities, parameters, guidelines, and procedures relating to the use and operation of Virginia State Police H.E.A.T Program bait vehicles.

II. BACKGROUND

The Virginia Help Eliminate Auto Theft (H.E.A.T.) Program's bait vehicles are specially equipped automobiles that will be deployed throughout Virginia as enforcement tools to assist local law enforcement agencies in apprehending auto thieves. The Virginia State Police H.E.A.T. will provide training, technical support and one or more bait vehicles to local law enforcement agencies for a mutually decided time frame.

Local law enforcement agencies will place the vehicle(s) in neighborhoods with statistically heighten risks of vehicle theft and will direct uniformed officers to the vehicle's location when on-board sensors indicate that someone may be attempting to steal the vehicle. Appropriate enforcement action will then be taken against individuals who are apprehended.

III. AGREEMENT

The parties agree and understand that:

A. VSP will loan one (1) H.E.A.T. Program Bait vehicle at no cost to The Fauquier County Sheriff's Office for a period of 12 weeks. The vehicle(s) loaned shall be in good working condition and have all equipment necessary for successful bait vehicle operations. The vehicles

shall be inspected prior to acceptance and any and all defects shall be noted at the time of delivery. Only authorized VSP personnel shall make repairs to or modifications to any H.E.A.T Program Bait vehicles and associated equipment.

B. That H.E.A.T Program Bait vehicles shall be utilized solely for the purpose intended and in strict compliance with the *Virginia H.E.A.T. Program Bait Vehicle Standard Operating Procedure* which is hereby incorporated by reference, and that all participating personnel have read, understand, and will comply with those procedures.

C. That only trained personnel shall participate in and respond to incidents involving H.E.A.T Program Bait vehicles. That the local Commonwealths Attorney, or his/her designated assistant, has been briefed on and offered training on H.E.A.T Program Bait vehicle operations prior to the deployment of such vehicles in the jurisdiction.

D. That The Fauquier County Sheriff's Office shall indemnify and hold harmless the Virginia Department of State Police and the Commonwealth of Virginia for any claims arising out of the use and deployment of the H.E.A.T Program Bait vehicles.

E. That The Fauquier County Sheriff's Office shall not be responsible for normal wear and tear on H.E.A.T Program Bait vehicles or for damages to the H.E.A.T Program Bait vehicles resulting from criminal activity relating to their use unless such damage results from use or deployment which is not in strict compliance with the *Virginia H.E.A.T. Program Bait Vehicle Standard Operating Procedure*.

IV. GOVERNING LAW

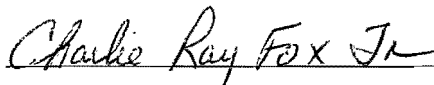
The parties agree and understand this agreement shall be governed by, and interpreted in accordance with the laws of the Commonwealth of Virginia (governing law) and that venue for any civil action between the parties relating to this agreement shall be the Circuit Court for the County of Chesterfield.

IN WITNESS WHEREOF: the parties have hereunto executed this Memorandum of Understanding and Loan Agreement on this 10th day of Sept, 2010



W. Steven Flaherty, Superintendent
Virginia Department of State Police

Sheriff, Fauquier County



Date 8-9-10

CHARLIE RAY FOX JR Printed Name

BASS, Director

From: Wilson, Daniel Benedict
Sent: Wednesday, August 18, 2010 4:17 PM
To: BASS, Director
Cc: Bass, Trudy; Lambert, Tom; Poole, Sara N.
Subject: FW: PENDING 08-27-10 - MOU-HEAT Program Bait Car Loan Agreement (Fauquier Co Sheriff's Office) - Captain Bopp, 08-09-10



MOU-HEAT Program
Bait Car Loan...

A proved as to form.

Daniel B. Wilson
Virginia State Police
Legal Specialist, Insurance Fraud Program
Bureau of Administrative and Support Services
(804) 674-4668

*8-19-P
copy returned - LC DAVIS
For your info
R6*

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-----Original Message-----

From: BASS, Director
Sent: Wednesday, August 18, 2010 3:36 PM
To: Wilson, Daniel Benedict; Bass, Trudy; Lambert, Tom; Poole, Sara N.
Subject: PENDING 08-27-10 - MOU-HEAT Program Bait Car Loan Agreement (Fauquier Co Sheriff's Office) - Captain Bopp, 08-09-10

MOU-HEAT Program Bait Car Loan Agreement (Fauquier Co Sheriff's Office) - Captain Bopp, 08-09-10 [[Ref 1-59-505-43488]]



9. 9-10 REVIEWED AND APPROVED FOR THE
C. P. H. (P. H. T. S. S. C. L. A. T. U. R. E. M. A. N. R. A. P.)