

**MEMORANDUM OF UNDERSTANDING AGREEMENT
BETWEEN THE
SAN BERNARDINO COUNTY SHERIFF/CORONER/PUBLIC ADMINISTRATOR
AND
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
FOR
UNMANNED AERIAL SYSTEM (UAS) SERVICES**

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by and between San Bernardino County Fire Protection District, hereafter referred to as the "SBCFPD," and the Sheriff/Coroner/Public Administrator, hereafter referred to as the "Sheriff," collectively referred to as the "Parties."

WHEREAS, the Sheriff is requesting SBCFPD, FAA certified, "Part 107," UAS pilots to provide UAS assistance during public safety operations related critical incidents.

WHEREAS, SBCFPD has highly trained, and FAA certified, "Part 107," UAS pilots qualified to render aerial observations; and

WHEREAS, the Sheriff desires to enter into an agreement for this service; and, as the head of a county's law enforcement agency, has authority over law enforcement operations within the county, and the duty to preserve peace by sponsoring or supervising projects related to crime prevention. (Gov. Code § 26600; Pen. Code § 830.1); and

WHEREAS, SBCFPD is willing and able to perform such service; and

WHEREAS, this MOU will serve as a written agreement between the SBCFPD and Sheriff, for the purpose of developing and maintaining the working relationship between the Parties.

SCOPE

The scope of this MOU is to establish guidelines and operating procedures for the deployment of Unmanned Aerial Systems (UAS), as part of joint operations between the Sheriff and SBCFPD. The purpose of the joint effort is to enhance public safety and reduce violent crime in the San Bernardino County by, among other things, investigating and apprehending violent criminals, locating missing persons, assessing natural disasters, and assisting with critical incidents. The parties agree to UAS deployment during joint operations and agree to abide by the terms and conditions set forth in this MOU.

A. DEFINITIONS

- A.1 Memorandum of Understanding (MOU): The agreement between the San Bernardino County Fire Protection District and San Bernardino County Sheriff/Coroner/Public Administrator.
- A.2 San Bernardino County Fire Protection District (SBCFPD): A community based all hazard emergency services provider dedicated to the protection and safety of the diverse community it serves.
- A.3 San Bernardino County, Sheriff/Coroner/Public Administrator (Sheriff): The primary law enforcement agency for San Bernardino County and is augmented by several divisions including the Emergency Operation Division (EOD) - Aviation Unit and the Specialized Enforcement Division (SED) dedicated to the protection and safety of the diverse community it serves.
- A.4 Joint Operation: An incident where the Sheriff has requested assistance from SBCFPD to provide a UAS pilot for the mutual objective of public safety.
- A.5 Unmanned Aerial Systems (UAS): Commonly referred to as "Drones," any remotely operated or controlled, unmanned aircraft system intended to fly within the National Airspace System.
- A.6 Federal Aviation Administration (FAA): An entity of the federal government that regulates all aspects of civil aviation.
- A.7 Certificate of Authorization (COA): A certificate granted to an individual or entity by the FAA, which outlines specific conditions for flight.
- A.8 "Part 107 pilot": A person who holds an FAA approved Remote Pilot Certificate with a UAS rating.

B. SUPERVISION AND RESPONSIBILITIES

- B.1 During a qualifying incident and at the request of a Sheriff's division commander the SBCFPD, at their discretion, and availability, will provide a UAS pilot to assist the Sheriff during joint operations.
- B.2 A Sheriff's division commander, designee, or highest-ranking member responsible for managing the incident at hand, and after the request for a SBCFPD, UAS pilot has been made, will communicate commander's intent for deployment of a UAS.
- B.3 The Sheriff's division commander shall be responsible for overall incident command. The SBCFPD, UAS pilot, will coordinate and operate with the Sheriff's division commander.

B.4 The SBCFPD, UAS pilot, shall be responsible for UAS deployment and adhere to federal and state parameters, established under the Federal Aviation Administration (FAA) Small UAS Rule (Part 107).

B.5 SBCFPD, UAS pilot, shall also coordinate with, and deconflict with the Sheriff's Aviation Division, pursuant to Sheriff's policy and applicable laws.

C. FISCAL PROVISIONS

C.1 There shall be no financial remuneration under the terms of this MOU. This MOU does not obligate and will not result in the exchange of funds, personnel, property, services, or any kind of financial commitment.

C.2 This MOU does not bind or obligate the governing bodies the Parties, nor does it create any financial or legal obligations for such governing bodies. Any financial commitments or obligations must be separately approved by the appropriate governing body in accordance with applicable law.

D. DIGITAL RECORDS

D.1 During joint operations SBCFPD shall, dependent on the capabilities of the deployed UAS, record all video, still photos, and any meta data captured during the incident. All recorded data will be saved on a microSD card. All data on the microSD card will be considered "original" data/evidence. At the conclusion of a joint operation, the SBCFPD UAS pilot will give the microSD card, containing the original data to the Sheriff. The Sheriff's incident commander will designate a case agent to receive the microSD card with the original data and the case agent shall upload the original data in accordance with all applicable chain of custody laws and Sheriff's policy. After the original data from the microSD card has been successfully stored as evidence, the original data on the microSD card shall be deleted and the microSD card shall be returned to the SBCFPD UAS pilot.

D.2 The Sheriff shall be the custodian of records for all digital recordings and any meta data recorded during a joint operation, and the Sheriff shall have definitive control and authority over their release in conformance with applicable law.

D.3 Live video streamed during a joint operation between SBCFPD and the Sheriff shall only be accessible to the SBCFPD UAS pilot and the incident commander, or as approved by the incident commander.

D.4 During joint operations SBCFPD shall ensure all UAS are equipped with data encryption software, capable of encrypting sensitive data transferred between end-user devices, removable media, data in transit, data at rest on servers, applications, and databases.

E. TERM AND TERMINATION

- E.1 The term of this MOU is effective September 9, 2025, and will expire on September 8, 2030.
- E.2 Either party may terminate the MOU at any time without cause with 30 days prior written notice to the other party. SBCFPD may terminate the MOU immediately for just cause.
- E.3 This MOU is intended solely as a statement of mutual understanding between the parties and does not create any enforceable rights or obligations on the part of any party. The provisions of this MOU are not legally enforceable in any court or legal proceeding, and no party shall have any claim against any other party for failure to perform or comply with the terms set forth herein.

F. LIABILITY

- F.1 The parties to this MOU agree that this MOU does not create any joint or several liability between them or any of their respective agencies, employees, or representatives. The parties understand and agree that no party shall be liable for the actions, omissions, or obligations of any other party under this MOU.

G. INDEMNITY

- G.1 Sheriff agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless SBCFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Sheriff indemnification obligation applies to the SBCFPD's "active" as well as "passive" negligence but does not apply to SBCFPD's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
- G.2 SBCFPD agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless Sheriff and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Sheriff on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The SBCFPD indemnification obligation applies to the Sheriff's "active" as well as "passive" negligence but

does not apply to Sheriff's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

H. CONCLUSION

- H.1 This MOU consisting of 5 pages, is the full and complete document describing services to be rendered by SBCFPD to Sheriff.
- H.2 This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterpart shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other e-mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

IN WITNESS WHEREOF, MOU has been executed and approved and is effective and operative as to each of the parties are herein provided.

**SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT**

►

Dawn Rowe, Chair, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Rick Luczak, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____