

AMENDMENT  
TO  
AGREEMENT TO PARTICIPATE IN THE GUILFORD COUNTY SHERIFF'S OFFICE  
AVIATION PROGRAM  
GUILFORD COUNTY CONTRACT NO. 00632D-01/15-256

This AMENDMENT to the MEMORANDUM OF UNDERSTANDING FOR THE USE OF Tecnam Eaglet, Registration Number N731TE, between THE GUILFORD COUNTY SHERIFF'S OFFICE (hereinafter referred to as the "GCSO") and ALAMANCE COUNTY SHERIFF'S OFFICE (hereinafter referred to as the "ACSO") is necessary due to recent changes in the United States Department of Justice Revised Equitable Sharing Guide.

For the purposes of this MOU, the Agencies shall be known collectively as "the Agencies" or "the Parties."

WITNESSETH:

WHEREAS, the Agencies have been utilizing an aircraft pursuant to the above referenced Agreement and absent this Agreement the Agencies will not have an aviation program or aviation assets to support law enforcement and public safety missions and there is a current need for aviation assets.

WHEREAS, the Agencies have been abiding by the terms and provisions of the MOU and agree to continue a joint operation to make available to the Agencies the use of the aircraft described herein.

WHEREAS, the Agencies previously agreed to share their collective resources to permit effective, cooperative and coordinated operations through all of their jurisdictions for use of the Aircraft provided through the Guilford County Sheriff's Office.

WHEREAS, through the execution of this Amendment to the MOU the Agencies agree that they shall adhere to the laws, 2018 Equitable Sharing Guide guidelines and rules set forth governing the use of the Aircraft as a Public Use Aircraft. In compliance with these laws, the Parties shall not compensate one another for the use of the Aircraft, or for the use of personnel in the operation of the Aircraft, pursuant to the MOU. In addition, the Parties to this MOU agree to adhere to the terms and conditions thereof as amended by this Amendment.

WHEREAS, the Agencies will continue to cooperate in sharing the Aircraft to be used by the Agencies.

NOW, THEREFORE, the GCSO and the ACSO agree to comply with the 2018 Equitable Sharing Guide and express their understanding as follows:

- 1- The fuel costs and other operating costs will be paid for separately and directly by each of the Agencies.
- 2- The repair costs for damages will be paid for directly by the Agency in possession of the aircraft at the time of the damages.
- 3- Engine Reserve Funds will be maintained and paid directly by each agency.
- 4- All other terms and conditions of the MOU shall remain in full force and effect.

This the \_\_\_\_\_ day of October, 2019.

Guilford County

By: \_\_\_\_\_

County Manager

Alamance County

By: \_\_\_\_\_

County Manager