

**TRAINING LAND USE GRATUITOUS SERVICES AGREEMENT
BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA AND THE
OPERATIONS SECTION, OFFICE ADVANCED TECHNOLOGIES
INTELLIGENCE, DIRECTORATE FOR SCIENCE AND TECHNOLOGY,
DEFENSE INTELLIGENCE AGENCY**

DATE: 25 SEPTEMBER 2024

1. Overview.

1.1. Purpose: The purpose of this document is to establish a gratuitous land use agreement between the County of Albemarle, Virginia (hereinafter the “County”) and the Operations Section, Office Advanced Technologies Intelligence, Directorate for Science and Technology, Defense Intelligence Agency (hereinafter “Land User”) for County-owned property in vicinity of Rivanna Station for training purposes. The following agreement is for the use of the following County-owned parcels (hereinafter “County Property”):

- 02100-00-00-014C0
- 03300-00-00-00100
- 03300-00-00-001B0
- 03300-00-00-001D0
- 03300-00-00-001G0
- 03300-00-00-01000
- 03300-00-00-01400
- 03300-00-00-01500
- 03300-00-00-01600

1.2. Participating Parties This land use agreement (the “Agreement”) is between the County and the Land User . This agreement will outline both parties’ responsibilities. It encompasses:

- 2. Term of Agreement
- 3. Permitted Use of County Property
- 4. Prohibited Use and Items
- 5. Responsibilities of Land User (DIA/ST/ATI Operations)
- 6. Responsibilities of the County
- 7. Insurance and Liability
- 8. Costs or Fees
- 9. Termination
- 10. Miscellaneous
- 11. Points of Contact

2. **Term of Agreement-** This Agreement will commence on 1 OCTOBER 2024 (start date) and will continue until 01 OCTOBER 2025 (end date), unless terminated earlier in accordance with the provisions of this Agreement. Either party may terminate this Agreement at any time for any reason. This Agreement will be reviewed and may be updated as needed by each party.

3. **Permitted Use of County Property**

3.1. The County grants the Land User the right to enter upon the County Property for training purposes. The specific activities permitted include, but are not limited to, the below list.

- **Land Navigation** – Students will navigate from point to point utilizing map and compass. Participants may be in military uniform. Exercise control will establish markers for points prior to training and remove upon completion.
- **Basic Outdoor/ Survival Evasion Skills** – This training will train students ranging from having prior training and Military backgrounds to students that have never camped before. While this training may be mostly classroom, it may also transition to practical outdoor training scenarios.
- **Medical training** – This training may encompass and/or reinforce lifesaving principles in a simulated austere environment. Training may include Live Actors (simulated injuries), Simuloids (mannequin) realistic looking injuries, and/or load and drive causality in vehicle (training would not enter public roadways).
- **Downed Aircraft Recovery Team (DART) Training-** Downed Aircraft Recovery Team (DART) training would consist of students learning what duties to do as part of a DART team. Training locations would be set up with pieces of an Aircraft or drone and student will learn how to recover those pieces, or techniques to destroy those pieces (no explosives or destructive techniques will occur). All material used for the training will be packaged and removed from County property at the end of training.
- **CBRN threat/ Protective gear training-** Chemical, Biological, Radiological, Nuclear (CBRN) threats training will give students a brief overview of what CBRN threats exist; how and what types of CBRN threats are used; protective gear overview and techniques for protective equipment; and decontamination processes. No chemical, biological, radiological, or nuclear materials will be used during this training, as the training will focus on just techniques. Students may be in Personal Protective Equipment (PPE).
- **Counterintelligence threat identification and mitigation or other intelligence training-** Students will study techniques and procedures to identify potential counterintelligence threats. Mitigation tactics will be covered, and the Land User

may request use of the house on Parcel 03300-00-00-00100 to complete hands-on practical exercise. As with elsewhere, no weapons or firearms will be used during this training.

- **UAS/Drone use-** If drone use for training is needed, the Land User will coordinate with the Charlottesville/Albemarle Airport per FAA regulation and inform the County prior to any such use.

4. Prohibited Use and Items

4.1. The below listed activities and items are strictly prohibited on the County Property. Negligence or failure to adhere to the County's Prohibited Use and Items list by the Land User may result in the termination of this Agreement. The County may add to this list at any time but must notify the Land User in writing.

- **Firearms** – At no time will any firearms be authorized on the County Property. The County does not allow firearms or weapons training (lethal or non-lethal), combat or combat-like simulations, paratroop training, or any similar training on the County Property. This is intended for the safety of everyone involved, including County employees, DIA employees, and any civilians that may be in the general vicinity. Any training aids that look like or resemble firearms must be bright in color or have bright tape or markings around the muzzle and along the barrel to ensure they can be easily identified training aid from a functional weapon. If the Land User intends to use any “look alike” or other dummy weapons during any training, it must notify the County prior to requesting use of the County Property.
- **Large Military Vehicles-** No heavy or combat vehicles (i.e. tanks, HEMTT, Oshkosh, HMMWV, etc.) are allowed on the County Property. Land User vehicles are restricted to standard 4x4 passenger vehicles or 4-wheeler-like transport.
- **Permanent Change to Property or Land-** The Land User is not allowed to permanently change any of the County Property.
- **Hunting/fishing/personal recreational use–** The County Property may be used for professional training only during such periods of use relevant to this Agreement. No personal leisure activities such as hunting or fishing will be permitted on the County Property under this Agreement.

5. Responsibilities of the Land User (DIA/ ATI/ ST Operations)

- 5.1. The Land User will notify the County Facilities & Environmental Services office of any future training no later than 30 days prior to the start of training.
- 5.2. The Land User will notify the County Facilities & Environmental Services office daily at the commencement of each day of training. Notification can be by: Phone, text message, or email.

- 5.3. The Land User must ensure that all activities conducted on the County Property are safe and do not cause damage to the County Property.
- 5.4. The Land User must maintain the County Property in good condition and perform any necessary cleanup or repairs resulting from its use.
- 5.5. The Land User must comply with all applicable laws, regulations, and ordinances during the use of the County Property.
- 5.6. Upon completion of each training event, the Land User must remove all Land User property and restore the County Property to its original condition, reasonable wear and tear excepted.
- 5.7. Upon completion of training activities, the Land User will notify the County Facilities & Environmental Services office. Notification can be by: Phone, text message, or email.
- 5.8. In the event of a medical emergency, the Land User will utilize standard emergency response procedures, such as local first-aid and 9-1-1 emergency lines.

6. Responsibilities of the County

- 6.1. The County will provide access to the County Property during the agreed-upon times and dates. The County will provide the Land User's team with combination to property gates and will unlock dwelling on Parcel 03300-00-00-00100 if requested in advance.
- 6.2. The County will notify and deconflict with DIA/ST/ATI Operations team and other parties if any other entities are using the County Property.
- 6.3. The County will inform DIA/ST/ATI Operations of any known hazards or conditions on the County Property that may affect the safety of the activities conducted.

7. Insurance and Liability

- 7.1. The Land User must ensure that all Participants sign any Liability Waivers or Releases that the County may require prior to engaging in any activities on the County Property. The Waiver must be in a form satisfactory to the County and at its discretion;
- 7.2. Additionally, the Land User hereby releases the County from any and all claims, demands, actions, suits, or proceedings of every kind and nature whatsoever, including but not limited to claims for personal injuries, property damage, or other losses or damages, arising out of or resulting from the activities of the Participants on the County Property;
- 7.3. The Land User hereby waives any and all rights to seek damages or other relief from the County, including but not limited to claims for negligence, breach of contract, or any other tort or breach of duty.
- 7.4. The County is not responsible or liable for any legal liability or recourse arising out of or resulting from the activities of the Participants on the County Property, including but not limited to claims for personal injuries, property damage, or other losses or damages. The Land User hereby indemnifies and holds harmless the County from and against any and all claims, demands, actions, suits, or proceedings of every kind and nature whatsoever arising out of or resulting from the activities of the Participants on the County Property.

7.5. The Land User must ensure that any Waivers or Releases requested by the Landowner are signed by all Participants prior to engaging in any activities on the Land, and provide the County with copies of the signed Waiver(s) prior to the commencement of any activities on the County Property.

8. Costs or Fees

8.1. There are no costs or fees to the Land User in order to use any of the referenced County Property pursuant to this Agreement.

8.2. Any County-required fees or costs would necessitate further review by the Land User in accordance with the Land User's policies and regulations.

8.3. The Land User is responsible for all costs to return the County Property to its original state, with reasonable wear and tear excepted.

9. Termination

9.1. Either party may unilaterally terminate this Agreement with thirty (30) days written notice to the other party.

9.2. Upon termination of this Agreement, the Land User must remove all of its property, and restore the County Property to its original condition to the practical extent possible, with reasonable wear and tear excepted.

10. Miscellaneous

10.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings.

10.2. This Agreement may be amended only in writing signed by both parties and will be reviewed and require signature yearly.

10.3. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

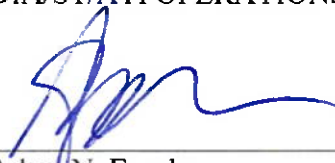
10.4. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. **Points of Contact-** The point of contact (POC) for this document for the County is Bill Strother, Chief of Facilities and Operations, 434-296-5816, Ext. 3939 bstrother@albemarle.org. The Land User POC is Zachary Wood, Operation Support Specialist, 434-995-4132 or zachary.wood5@dodiis.mil.

LANDOWNER
COUNTY OF ALBEMARLE, VIRGINIA

LAND USER
DIA/ST/ATI OPERATIONS

Jeffrey B. Richardson
County Executive



Adam N. Escobar
Chief of Operations

Date: _____

Date: 09/25/2024