

INTRODUCED: October 14, 2019

AN ORDINANCE No. 2019-290

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Police Mutual Aid Joint Aviation Agreement between the County of Henrico, Virginia, the County of Chesterfield, Virginia, and the City of Richmond, Virginia, and to repeal Ord. No. 2018-010, adopted Mar. 12, 2018, which authorized the Chief Administrative Officer to execute a Police Mutual Aid Joint Aviation Agreement between the County of Henrico, Virginia, the County of Chesterfield, Virginia, and the City of Richmond, Virginia, for the purpose of operating a joint aviation unit to support aerial law enforcement activities in the party jurisdictions.

\_\_\_\_\_  
Patron – Mayor Stoney  
\_\_\_\_\_

Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: NOV 12 2019 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute the Police Mutual Aid Joint Aviation Agreement between the County of Henrico, Virginia, the County of Chesterfield, Virginia, and the City of Richmond, Virginia, for the purpose of operating a joint aviation unit to support aerial law enforcement activities in the party jurisdictions. Such agreement shall be substantially in the form of the document attached to this ordinance and approved as to form by the City Attorney.

§ 2. That Ordinance No. 2018-010, adopted March 12, 2018, is hereby repealed.

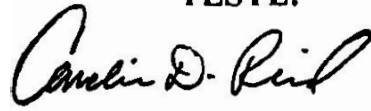
AYES:                    9                    NOES:                    0                    ABSTAIN: \_\_\_\_\_

ADOPTED:    NOV 12 2019    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

§ 3. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:**

**TESTE:**

A handwritten signature in black ink, appearing to read "Carolin D. Reil". The signature is written in a cursive style with a large initial 'C'.

**City Clerk**



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-9163
SEP 16 2019
Office of the Chief Administrative Officer

O&R REQUEST

DATE: September 13, 2019

RECEIVED
EDITION: 1

TO: The Honorable Members of City Council

OCT 08 2019

THROUGH: The Honorable Levar M. Stoney, Mayor

88108119

OFFICE OF THE CITY ATTORNEY

THROUGH: Lenora G. Reid Acting Chief Administrative Officer
Selena Cuffee Glenn, Chief Administrative Officer

FROM: Colonel William C. Smith, Chief of Police

William C. Smith signature

RE: POLICE MUTUAL AID JOINT AVIATION AGREEMENT

ORD. OR RES. No. \_\_\_\_\_

PURPOSE:

To authorize the Chief Administrative Officer to execute, on behalf of the City of Richmond, the Police Mutual Aid Joint Aviation Agreement to continue a joint aviation unit that supports certain aerial law enforcement activities of the City of Richmond, Henrico County, and Chesterfield County.

REASON:

Sections 15.2-1724 et seq. of the Code of Virginia, as amended, authorize the governing bodies of political subdivisions to enter into Police Mutual Aid Agreements for cooperation in the furnishing of police services. The City of Richmond and the surrounding counties of Henrico County and Chesterfield County have previously executed agreements, pursuant to this authority, and concur to enter into an agreement, pursuant to this authority, to continue the operation of a joint aviation unit, as it is deemed mutually beneficial to all parties.

RECOMMENDATION:

The City Administration recommends adoption of this ordinance.

**BACKGROUND:**

The Henrico Police Division, the Richmond Police Department, and the Chesterfield Police Department jointly own and operate three fixed wing aircraft. These aircraft provide patrol, criminal investigation, special operations, extradition, and vice and narcotic investigation to all three jurisdictions. The chief law enforcement officials of all three agencies agree that it would be beneficial to continue to operate the joint aviation unit, the purpose of which is to support certain aerial law enforcement activities of both counties and the city

**COST TO CITY:** \$136,000 (Aircraft lease payment and maintenance)

**REVENUE TO CITY:** None

**BUDGED AMENDMENT NECESSARY:** No

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** October 14, 2019

**CITY COUNCIL PUBLIC HEARING DATE:** November 12, 2019

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Public Safety

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None

**AFFECTED AGENCIES:** Police Department, Department of Budget and Strategic Planning and Department of Finance

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ordinances 2018-010, 2013-27-27, 2012-21-26, 2010-68-66, 2008-271-251, 2007-172-151 and 2006-148-163 (To authorize the Chief Administrative Officer for and on behalf of the City of Richmond to enter into a Police Mutual Aid Joint Aviation Agreement between the County of Henrico, the County of Chesterfield and the City of Richmond for the purpose of operating a joint aviation unit to support aerial law enforcement activities in the party jurisdictions); and Ordinance 2000-262-246 (To authorize the City Manager, Calvin D. Jamison, to enter into a Police Mutual Aid and Joint Aviation Agreement between the County of Henrico, the County of Chesterfield and the City of Richmond for the purpose of providing additional resources to all jurisdictions).

**REQUIRED CHANGES TO WORK PROGRAM(S):** None

**ATTACHMENTS:** Police Mutual Aid Joint Aviation Agreement  
Page 5 from Ordinance No. 2019-041, General Fund Budget

O&R Request

Page 3 of 3

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**STAFF:**

David Mitchell

Office of General Counsel

Richmond Police Department

804-646-4467

POLICE MUTUAL AID JOINT AVIATION AGREEMENT

This Agreement made this **12<sup>th</sup> of August 2019**, between the County of Henrico, a political subdivision of the Commonwealth of Virginia (“Henrico”), the County of Chesterfield, a political subdivision of the Commonwealth of Virginia (“Chesterfield”), and the City of Richmond, (“Richmond”).

WHEREAS, The Henrico Police Division, the Richmond Police Department, and the Chesterfield Police Department jointly own and operate three fixed wing aircraft, a Cessna 182-RG Skylane #N737GD, a Cessna Skyhawk 172 #N321ME, and a Cessna 182T Skylane # N60430 which provide patrol, criminal investigation, special operations, extradition, and vice and narcotic investigation services to all three jurisdictions; and

WHEREAS, Chesterfield and Richmond require the occasional assistance of the Henrico Police personnel and aircraft; and

WHEREAS, sections 15.2-1724 et seq. of the Code of Virginia, as amended, authorize the governing bodies of political subdivisions to enter into Police Mutual Aid Agreements for cooperation in the furnishing of police services; and

WHEREAS, the chief law enforcement officials of the Henrico Police Division, the Chesterfield Police Department, and the Richmond Police Department agree that it would be beneficial to create a joint aviation unit, the purpose of which would be to support certain aviation law enforcement activities of both counties and the city; and

WHEREAS, by this Agreement, Henrico, Chesterfield, and Richmond are establishing the terms and conditions under which joint aviation services will be provided by the parties of this Agreement.

NOW, THEREFORE, WITNESSETH:

For and in consideration of the monetary payments described herein together with the mutual benefits to be derived by Henrico, Chesterfield, and Richmond from this Police Mutual Aid Joint Aviation Agreement, Henrico, Chesterfield, and Richmond hereby covenant and agree as follows:

1. Upon execution of this Agreement, a joint aviation unit will be created by Henrico, Chesterfield, and Richmond. The unit will consist of police officers from each jurisdiction and a supervisor from Henrico and will be governed by an advisory group. The advisory group will consist of one commander or his/her designee from Henrico, one commander or his/her designee from Chesterfield, and one commander or his/her designee from Richmond. The purpose of the advisory group is to ensure that the objectives of this Joint Agreement and of the Joint Aviation unit are met.
2. A) Chesterfield will designate three full time police officer pilots for joint aviation unit assignment. All salaries, overtime, pensions, relief, disability, workers' compensation, and other benefits enjoyed by the Chesterfield officers shall extend to the services they perform under this Agreement. Each Chesterfield officer shall be paid his or her salary and

benefits by Chesterfield, irrespective of when, where, or for what purpose the officer provides services pursuant to this Agreement.

B) Richmond will designate three full time police officer pilots for joint aviation unit assignment. All salaries, overtime, pensions, relief, disability, workers' compensation, and other benefits enjoyed by the Richmond officers shall extend to the services they perform under this Agreement. Each Richmond officer shall be paid his or her salary and benefits by Richmond, irrespective of when, where, or for what purpose the officer provides services pursuant to this Agreement.

C) Henrico will designate three full time police officer pilots and a supervisor for joint aviation unit assignment. This Henrico supervisor shall be the unit supervisor as referred to in this Agreement. All salaries, overtime, pensions, relief, disability, workers' compensation, and other benefits enjoyed by the Henrico officers shall extend to the services they perform under this Agreement. Each Henrico officer shall be paid his or her salary and benefits by Henrico, irrespective of when, where, or for what purpose the officer provides services pursuant to this Agreement.

3. A) The primary purpose of this Agreement is to provide Henrico, Chesterfield, and Richmond with the joint benefits of a police aviation unit, while providing for the sharing of the associated costs of the unit and equipment.

B) The specific uses to which the joint aviation unit and aircraft may be put are:



- (1) Routine patrol of all geographical areas within Henrico, Chesterfield, and Richmond for the detection of actions or events requiring police service.
- (2) Response to calls for service of a type that may benefit from the presence of an aerial observation platform. These include, but are not limited to:
  - (a) suspected or known criminal activities;
  - (b) lost persons, boaters in distress, and other similar instances;
  - (c) events wherein aviation support will restore normal traffic flow; and
  - (d) accidents, fires, disasters, etc.
- (3) Assistance in surveillances and/or the following of criminal suspects.
- (4) Securing aerial photographs to be used for project planning, evidence, court preparation, training, and/or other similar uses.
- (5) Training, orientation, and maintenance flights.
- (6) Transportation of prisoners from or to other jurisdictions when it is determined by the unit supervisor or the advisory group to be economically feasible and legally permissible.
- (7) Transportation of members of the Henrico County Police Division, the Chesterfield Police Department, and the

Richmond Police Department, or other person(s) from any jurisdiction to any other location for the purpose of conducting County or City business provided, however, that use of the aviation unit aircraft is approved by the Chief of Police or his designee of the jurisdiction making the request.

(8) Any other purpose(s) related to County or City business as determined to be proper by the unit supervisor or the advisory group.

4. The joint aviation unit shall not be used for tasks for which insurance coverage is not provided or for which coverage is excluded in the insurance policy referred to in #14 of this Agreement.
5. Officers assigned to the joint aviation unit shall be under the direct supervision and control of the unit supervisor and shall adhere to all joint aviation unit policies and procedures specifically governing unit operations. Failure to adhere to these policies and/or procedures may be grounds for dismissal from the unit. Conflicts concerning either the content or applicability of aviation unit policies and procedures will be resolved by the advisory group. In the event the advisory group cannot reach a unanimous resolution, the matter will be referred through the chain of command of the affected agency(s) for review and final resolution. In

all other respects, officers assigned to the unit shall adhere to the policies and procedures established by their respective jurisdictions.

6. Conduct which requires disciplinary action against a joint aviation unit member shall be reported through joint aviation unit channels and the advisory group to the appropriate official of the Henrico Police Division, the Chesterfield Police Department, or the Richmond Police Department.
7. The joint aviation unit will provide Federal Aviation Administration (F.A.A.) certified instruction at no charge to the police officers assigned. The assigned officers must complete, to the satisfaction of a F.A.A. certified flight instructor and the unit supervisor, all phases of required flight training.
8. During the term of this Agreement, each jurisdiction shall, at their own expense, provide a compatible radio communications system for each aircraft assigned to the unit.
9. Each Chief of Police shall be provided, prior to each calendar year, the proposed joint aviation unit budget for the following fiscal year. Not later than January 1 of each year, each agency will indicate its concurrence with the proposed joint aviation unit budget so that each jurisdiction can incorporate the expenses of the proposed joint aviation unit budget in the

budget proposal submitted to its approving body. The Chief of Police of Henrico County shall have the responsibility for ensuring each Chief of Police participating in this agreement receives the proposed joint aviation unit budget in a timely manner. Changes to the joint aviation unit budget may be made when agreed upon by the participating Chiefs of Police, based on the allocation of funding from the approving bodies of the localities.

Upon receipt of an invoice, Chesterfield and Richmond shall each promptly pay to Henrico one third of the joint aviation unit operating expenses beginning on the date of this Agreement. The aggregate amount of each jurisdiction's payment shall not exceed one-third of the expenses required to operate the unit, unless agreed to in advance by the Chief of Police from each locality. Irrespective of the percentage use of the aircraft by each jurisdiction, the operating expenses to be paid by Henrico, Chesterfield, and Richmond shall be determined by summing the cost of each of the following items and dividing the resultant total cost by three:

- A. Aircraft and related equipment maintenance and repair;
- B. Fuel;
- C. Oil;
- D. Charts, maps, and training materials;
- E. Insurance;
- F. Hangar rent based on most current lease;

- G. Utilities;
- H. Engine, propeller, & avionics replacement costs; and
- I. Federal Aviation Administration (F.A.A.) and Commonwealth of Virginia pilot certification fees.

In the event of a partial termination as provided in paragraph #17, and notwithstanding the above, the remaining jurisdictions shall share equally the joint aviation unit operating expenses.

All payments and other performance by each jurisdiction under this Agreement are subject to annual appropriations by the governing body of that jurisdiction; consequently, this Agreement shall bind each jurisdiction only to the extent that the governing body of that jurisdiction appropriates sufficient funds for that jurisdiction to perform its obligations under this Agreement.

- 10. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes. All members of the joint aviation unit shall have the same powers, rights, benefits, privileges, and immunities in each jurisdiction.
- 11. The parties hereto, to the extent practicable, will share equally in the use of the joint aviation unit; provided, however, that all non-regular patrol

use of the aircraft will be permitted through specific request(s) to the unit supervisor for use on an as-needed and as-available basis.

Henrico, Chesterfield, and Richmond shall jointly own three aircraft, the Cessna 182 RG Skylane #N737GD, the Cessna 172 Skyhawk #N321ME and the Cessna 182T Skylane #N60430.

If this Agreement should be terminated as provided in paragraph #17, ownership of aircraft #N737GD, #N321ME and #N60430 shall rest absolutely in the parties not terminating this Agreement. If, and when, there is no longer a Police Mutual Aid Joint Aviation Agreement in force between the parties or any combination of the parties, aircraft #N737GD, #N321ME and #N60430 shall: (1) be sold to a third party and the proceeds of the sale shall be disbursed in equal amounts to each party, or (2) be sold to one of the parties at the fair market value of the aircraft on the date when there is no longer a Police Mutual Aid Joint Aviation Agreement in place between the parties or any combination of the parties. If the aircraft is sold to one of the parties, the purchasing party shall pay each of the other parties one-third (1/3) of the fair market value. In any event, if aircraft #N737GD, #N321ME and #N60430 are ever sold, each of the parties shall receive one-third (1/3) of the net proceeds of the sale.

12. There shall be no liability to any of the parties to this Agreement, or reimbursement from any of the other parties, for injuries to police personnel or damage to police equipment caused by or arising out of acts taken pursuant to this Agreement. The parties shall have no liability to either of the others for injuries to equipment or personnel incurred when members of the unit are going to, operating in, or returning from another jurisdiction. There shall further be no liability to any of the parties for any other cost associated with or arising out of the rendering of assistance pursuant to this Agreement and the operation of the joint aviation unit.
13. No party to this Agreement shall be liable to any other party hereto for any loss, damage, personal injury, or death to police personnel or other persons or equipment resulting from the performance of this Agreement, whether such loss, damage, personal injury, or death occurs within or without the jurisdictional boundaries of Henrico, Chesterfield, or Richmond.
14. Henrico, Chesterfield, and Richmond each understand that an aircraft liability and property damage insurance policy, concerning joint aviation unit aircraft, is presently in effect and will be renewed annually. The parties agree that none of the aircraft shall be used for any purpose not authorized by or insured under this insurance policy or for any purpose excluded by such insurance policy. The parties further agree that, in the

event of cancellation of the above-described insurance policy, this Agreement shall terminate upon the effective date of such cancellation.

15. All persons serving under this Agreement, including members of the joint aviation unit, shall not become involved with police or law enforcement matters outside of their respective jurisdictions other than those matters clearly pertaining to joint aviation unit operations and permitted by this Agreement.
16. This Agreement shall remain in effect until it is terminated in accordance with the provisions of Paragraph 17.
17. This Agreement may be terminated at any time by either the Henrico County Chief of Police, the Chesterfield County Chief of Police, or the Chief of the Richmond Police Department. Termination shall be effective sixty (60) days after delivery of a written notice by the Chief of Police of the terminating jurisdiction to each of the Chiefs of the remaining jurisdictions.

If such action is taken by the Chief of the Henrico County Police Division, there shall be a complete termination of this Agreement. If such action is taken by one of the other Chiefs, there shall be only a partial termination



of the Agreement and the remaining two jurisdictions shall continue to constitute the unit.

In the event of a complete termination engendered by the withdrawal of Henrico from the unit, Richmond and Chesterfield, within forty-five (45) days of the delivery of the notice of termination, may enter into a Police Mutual Aid Joint Aviation Agreement between these two jurisdictions (and only these two jurisdictions) to commence upon the termination of this Agreement. Under such a circumstance, ownership of aircraft #N737GD, #N321ME and #N60430 shall rest absolutely in Richmond and Chesterfield while their Police Mutual Aid Joint Aviation Agreement remains in place.

In the event of a partial termination engendered by the withdrawal of Richmond or Chesterfield, this Agreement shall remain in force for the remainder of its term. Further, the remaining parties to the Agreement may renegotiate and enter into subsequent Police Mutual Aid Joint Aviation Agreements and ownership of aircraft #N737GD, #N321ME and #N60430 shall rest absolutely in these jurisdictions while any Police Mutual Aid Joint Aviation Agreement between these parties remains in force.

In the event of a partial or complete termination of this Agreement, the parties agree that, in any subsequent Police Mutual Aid Joint Aviation Agreement, they will include the provisions of paragraph 11 of this agreement concerning disposition of the aircraft #N737GD, #N321ME and #N60430.

In the event of a partial or complete termination, the prorated share of all expenses accrued through the effective date of such termination, upon receipt of an invoice, shall be paid promptly to Henrico.

18. The parties to this Agreement recognize that they are each fully capable of independently providing police aviation services to adequately serve their respective jurisdictions and political subdivisions. The governing bodies of the parties to this Agreement each agree that this Agreement shall neither be used against each of the counties in any future annexation proceedings nor shall any cooperative undertaking arising out of this Agreement be used against each of the counties in any future annexation proceedings. This cooperative Agreement is entered into to benefit the citizens of Henrico, Chesterfield, and Richmond and no adverse inference is to be drawn from the joint activities undertaken, and shall be without prejudice to either of the counties.

19. Henrico County, as the fiscal agent, will establish and maintain a separate account (the “reserve account”) and accounting for all funds reimbursed from the state for completed extradition. Funds will be used to support expenditures of the joint aviation unit deemed necessary under the following provisions:
  - A. Requests to use these funds will be made by the Unit Supervisor.
  - B. All the member jurisdictions must approve expenditures from the reserve account.
  - C. Henrico County, as the fiscal agent, will provide an annual report to the member jurisdictions detailing year to date reimbursement and expenditures from the reserve account.
  - D. If one of the parties to this agreement withdraws from the agreement, their monies in the reserve account will stay in the reserve account to be used for the needs of the joint aviation unit. Approval to spend this money will rest with the remaining parties. If there is no longer a joint aviation agreement, the funds in the reserve account will be divided equally among the original three parties.

The County of Henrico, Virginia through the Chief of Police; the County of Chesterfield, Virginia through the County Administrator; and the City of Richmond through the Chief Administrative Officer have executed this Police Mutual Aid Joint Aviation Agreement pursuant to the signatory authority granted by their respective governing bodies. Signatory authority is completed by each

agency independently and each shall provide the other signing agencies with a copy of the executed copy of the signatory page indicating their concurrence with the terms of this agreement, which shall be effective on **August 12, 2019**, and continue until terminated in accordance with the provisions of Section 17. Upon execution of this Agreement, all previous agreements pertaining to the joint aviation unit are null and void.

**SIGNATURE PAGE FOLLOWS**

COUNTY OF HENRICO, VIRGINIA

By \_\_\_\_\_  
Humberto I. Cardounel, Jr.  
Chief of Police

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney

COUNTY OF CHESTERFIELD, VIRGINIA

By \_\_\_\_\_  
Jeffrey S. Katz  
Chief of Police

Approved as to form:

\_\_\_\_\_  
County Attorney

CITY OF RICHMOND, VIRGINIA

By \_\_\_\_\_  
Lenora G. Reid  
Acting Chief Administrative Officer

By \_\_\_\_\_  
William Smith  
Chief of Police

Approved as to form:

\_\_\_\_\_  
City Attorney