

AN ORDINANCE No. 86-294-266  
ADOPTED DEC 8 1986

To authorize Robert C. Bobb, City Manager, or his designee, for and on behalf of the City of Richmond, to enter into and execute an agreement with the County of Henrico and the County of Chesterfield, concerning the joint operation by the police departments of said counties and the Bureau of Police of the City of Richmond of a Joint Aviation Unit to promote law enforcement in the said jurisdictions.

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Patron - City Manager

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Approved as to form and legality  
by City Attorney

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THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That Robert C. Bobb, City Manager, or his designee, for and on behalf of the City of Richmond, is authorized to enter into and execute an agreement with the County of Henrico and the County of Chesterfield, concerning the joint operation by the police departments of said counties and the Bureau of Police of the City of Richmond of a Joint Aviation Unit to promote law enforcement in the said jurisdictions, such agreement to be substantially in the form attached to the draft of this ordinance.

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

POLICE MUTUAL AID JOINT AVIATION AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1986, 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 Division of Police operates two fixed winged airplanes which provide patrol, investigation, special operation and vice services to the Division; and,

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

WHEREAS, §§15.1-131 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 Division of Police, the Chesterfield Police Department and the Richmond Bureau of Police agree that it would be beneficial to create a joint aviation unit the purpose of which would be to support certain aerial 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 to this agreement; NOW THEREFORE,

W I T N E S S E T H :

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 of the jurisdictions and will be governed by an advisory group. The advisory group will consist of one uniformed operations commander or his designee from Henrico, one uniformed operations commander or his designee from Chesterfield and one uniformed operations commander or his 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 two full time police officer - pilots for joint aviation unit assignments. All salaries, overtime, pensions, relief, disability, workmen's 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 two full time police officer

-pilots for joint aviation unit assignments. All salaries, overtime, pensions, relief, disability, workmen's 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. All salaries, overtime, pensions, relief, disability, workmen's 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 an aerial 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 airplanes 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 services.

(2) Responding to any calls of a type which may benefit from the presence of an aerial observation platform. The type of calls include, but are not limited to:

(a) suspected criminal activities with fleeing perpetrators or barricaded suspects;

(b) lost persons in wooded areas, boaters in distress, and other similiar instances; and,

(c) situations wherein aerial assistance will restore normal traffic flow.

(3) Assistance in surveillances and/or the following of criminal suspects.

(4) Securing aerial photographs to be used for project planning, evidence, court preparation, and other similar uses.

(5) The transportation of prisoners from or to other jurisdictions when it is determined by the advisory group to be economically feasible and legally permissible.

(6) The transportation of members of the Henrico County Division of Police, the Chesterfield Police Department and the Richmond Bureau of Police from any jurisdiction to any other location for the purpose of conducting County or City related business provided, however, that use of the aviation unit aircraft is determined by the advisory group to be the most economically feasible mode of travel.

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 policies referred to in ¶14 of this agreement.

5. The officers assigned to the joint aviation unit shall adhere to all Henrico County policies and procedures specifically governing the operation of such unit. All conflicts concerning either the content or applicability of the aviation unit policies and procedures will be resolved by the advisory group. In all

other respects, the 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 the joint aviation unit channels and the advisory group to the appropriate official of the Henrico Division of Police, the Chesterfield Police Department or the Richmond Bureau of Police.

7. Henrico will provide Federal Aviation Administration (F.A.A.) certified instruction at no charge to the Chesterfield and Richmond police officers assigned to the joint aviation unit. The assigned officers must complete, to the satisfaction of the F.A.A. certified flight instructor, all phases of the required flight training.

8. During the term of this agreement, Chesterfield and Richmond shall, at their own cost, provide a compatible radio communications system for each of the aircraft assigned to the unit.

9. Upon receipt of an invoice, Chesterfield and Richmond shall each periodically pay to Henrico one third of the joint aviation unit operating expenses beginning on the date of this agreement and ending on June 30, 1987. The aggregate amount of Chesterfield's payment during such time period shall not exceed \$46,000.00. The aggregate amount of Richmond's payment during such time period shall not exceed \$46,000.00. Irrespective of the percentage use of the aircraft by each of the jurisdictions, 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 maintenance and repair;
- B. Fuel;
- C. Oil;
- D. Charts;
- E. Insurance;
- F. Hangar rent; and,
- G. Engine replacement cost.

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 will, to the extent practicable, 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 requests for use by the parties on an as needed and as available basis. Henrico shall retain title to and ownership of all aircraft used by the joint aviation unit.

12. There shall be no liability to any of the parties to this agreement for 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, all 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, a copy of which is attached hereto as Exhibit A, concerning the joint aviation unit aircraft is presently in effect. The parties hereto agree that the aircraft shall not be used for any purpose not authorized by or insured under Exhibit A or for any purpose excluded by such insurance policy. The parties hereto 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 the joint aviation unit operations and permitted by this agreement.

16. This agreement shall remain in effect until June 30,

1987. This agreement may be terminated at any time by either the Chief of the Henrico County Division of Police, the Chief of the Chesterfield Police Department or the Chief of the Richmond Bureau of Police. Termination shall be effective 60 days after delivery of a written notice by the terminating jurisdiction to each of the Chiefs of the remaining jurisdictions. In the event of termination by any party, the pro rata share of all expenses accrued through the effective date of such termination shall, upon receipt of an invoice, be promptly paid by Chesterfield and Richmond to Henrico.

17. 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 in furtherance of the policies set forth in §15.1-1041(b)(v) of the Code of Virginia, 1950, as amended, as shall be without prejudice to either of the counties.

IN WITNESS WHEREOF, the County of Henrico, Virginia through the Chief of the Division of Police, the County of Chesterfield, Virginia through the Chief of Police, and the City of Richmond through the Chief of Police have executed this Police Mutual Aid

Joint Aviation Agreement pursuant to the signatory authority granted by their respective governing bodies.

COUNTY OF HENRICO, VIRGINIA

By \_\_\_\_\_  
Colonel L. T. Sheppard  
Chief of Police

Approved as to form:

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

COUNTY OF CHESTERFIELD, VIRGINIA

By \_\_\_\_\_  
Colonel J. E. Pittman, Jr.  
Chief of Police

Approved as to form:

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

CITY OF RICHMOND, VIRGINIA

By \_\_\_\_\_  
Colonel Frank S. Duling  
Chief of Police

Approved as to form:

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

**ORDINANCE OR RESOLUTION SUMMARY**  
**CITY OF RICHMOND, VIRGINIA**

<b>Resolution Ordinance No.</b> ..... 86-294	<b>Subject</b>  JOINT AVIATION UNIT "Agreement" between Richmond, Henrico and Chesterfield
<b>Requested by</b> ..... City Manager	
<b>Received City Manager's Office</b> ..... --	
<b>Summarized</b> ..... 12/3/86	

**SUMMARY**

This Ordinance would authorize the City Manager to enter into and execute an agreement with the Counties of Henrico and Chesterfield to jointly operate an aviation unit with the police agencies to promote law enforcement in the said jurisdictions.

A \$50,000 appropriation is required of the City of Richmond.

Companion Paper - Ordinance No. 86-293, Item #11

**COUNCIL ACTION**

<b>On Docket</b> ..... 12/8/86
<b>Amended</b> .....
<b>Adopted</b> .....
<b>Rejected</b> .....