

**INTER-AGENCY AGREEMENT FOR JOINT AVIATION UNIT  
BETWEEN  
THE ALACHUA COUNTY SHERIFF'S OFFICE  
AND  
THE GAINESVILLE POLICE DEPARTMENT**

WITNESSETH:

**WHEREAS**, the Alachua County Sheriff's Office and the City of Gainesville through its Police Department have authority under Section 23.12, F.S., et. seq., The Florida Mutual Aid Act, to enter into a requested operational assistance agreement for rendering of assistance in a law enforcement emergency that crosses jurisdictional lines or requires specialized units or equipment; and,

**WHEREAS**, the Alachua County Sheriff's Office and the Gainesville Police Department are committed to the formation and operation of a joint Aviation Unit to deter criminal activity, apprehend violators, and provide airborne support for other law enforcement, fire/rescue, and public safety operations; and

**WHEREAS**, the Gainesville Police Department and the Alachua County Sheriff's Office have acquired certain surplus aviation equipment from the federal government; and

**WHEREAS**, the Alachua County Sheriff's Office and the Gainesville Police Department each employ qualified pilots; and

**WHEREAS**, the formation of a Joint Aviation Unit would maximize resources and avoid duplications of efforts which would be detrimental to public finances;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**I. Organization**

There shall be an inter-agency helicopter operations unit known as the Joint Aviation Unit (JAU), made up of personnel from the Alachua County Sheriff's Office (ACSO) and the Gainesville Police Department (GPD). The JAU shall have county-wide jurisdiction. Each agency shall cooperate in the drafting, and maintenance of a JAU policies and procedures manual.

**II. Equipment, Fuel, and Maintenance**

GPD shall retain ownership and dedicate its OH-58 C helicopter N911GV, serial number 70-15212. ACSO shall retain ownership and dedicate its two OH-58 A+ helicopters: N167AC, serial number 70-15620; and N168AC, serial number 72-21266. Any and all helicopters and parts hereinafter obtained by GPD and the ACSO shall be dedicated to the JAU. Each agency shall maintain an inventory of parts it has supplied. GPD and ACSO shall share equally in costs of fuel and hangar lease agreements.

### **III. Personnel**

GPD and ACSO shall each assign a full-time pilot and a full-time tactical flight officer (TFO) to the JAU. Each agency shall pay all respective personnel costs for the pilots and TFO's, including all pilot/TFO certification requirements. ACSO will assign a full-time maintenance technician to the JAU. ACSO shall pay all respective personnel costs associated with this position. GPD will reimburse ACSO for one half of these expenses. Other personnel shall be assigned by the agencies as contemplated by the JAU policy and procedures manual.

### **VI. Command and Supervisory Responsibility**

The JAU shall fall under the command and control of the Sheriff of Alachua County. Each agency shall designate one supervisor to serve as the aviation commander for that respective agency, and who shall be responsible for directing, supervising, providing for training and evaluating activities of the agency's personnel assigned to the JAU. These supervisors shall prepare reports and/or correspondence regarding the JAU. Other duties shall be as designated in the JAU's policy and procedures manual.

One Chief Pilot shall be designated and who shall be responsible for ensuring that the pilots of the JAU meet the criteria which allows the pilots to carry out the duties of Pilot in Command in a safe and proficient manner. The criteria for selection shall be as stated in the JAU policies and procedures manual.

### **V. Operations**

Use of the JAU helicopters will be divided into two (2) basic types of air operations: Air Support to Patrol Operations (ASPO) and Special Request Flights. Special Request Flights shall be as provided in the JAU policies and procedures manual.

### **VI. Insurance and Liability**

Each party agrees, with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees while engaged in JAU activities, to assume full responsibility for same, subject to the provisions of section 768.28, F.S., where applicable.

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in section 768.28(14), F.S., in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify the other party to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change. It is acknowledged by each party that the initial above-mentioned liability insurance has been provided by GPD and both GPD and ACSO pilots assigned to the JAU are listed in said policy.



**VII. Effective Date**

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until terminated by one or both parties.

**VIII. Termination**

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

**ALACHUA COUNTY SHERIFF'S OFFICE**

**CITY OF GAINESVILLE**

Sadie Darnell 8/25/09  
Sadie Darnell, Sheriff Date

Russ Blackburn 8-17-09  
Russ Blackburn, City Manager Date

Approved as to Form and Legality:

Recommended:

Cynthia M. Weygant 8/24/09  
Cynthia M. Weygant, Staff Attorney Date

Tony R. Jones 8-13-09  
Tony R. Jones, Interim Police Chief Date

Approved as to Form and Legality

BY: Ronald D. Combs  
Ronald D. Combs, Sr. Asst. City Attorney