

**FIFTH AMENDED
AVIATION PROGRAM AGREEMENT**

**BETWEEN THE CITY OF RIVERSIDE
AND THE CITY OF CORONA**

This Fifth Amended Aviation Program Agreement (hereinafter "Agreement") is made and entered into as of the 3rd day of August, 2022 by and between the City of Riverside, a municipal corporation (hereinafter "Riverside") and the City of Corona, a municipal corporation (hereinafter "Corona"), collectively referred herein as "Parties".

RECITALS

WHEREAS, Riverside owns and operates aircraft for policing functions; and

WHEREAS, Corona desires assistance from Riverside for air support services;

and

WHEREAS, Riverside and Corona first entered into that Helicopter Program Agreement dated June 25, 2014 ("Original Agreement") and subsequently entered into an amended version of the Helicopter Program Agreement dated June 26, 2015 ("First Amended Agreement"); and

WHEREAS, Riverside and Corona entered into a second amended version of the Helicopter Program Agreement dated June 26, 2017 ("Second Amended Agreement"); and

WHEREAS, Riverside and Corona entered into a third amended version of the Helicopter Program Agreement in order to provide as-needed emergency response only for \$100,000 per year and to acknowledge the new replace "Helicopter" with "Aviation" in the name of the program and agreement, dated July 11, 2018 ("Third Amended Agreement"); and

WHEREAS, Riverside and Corona entered a fourth amended version of the Aviation Program Agreement (formerly "Helicopter Program Agreement") in order to provide as-needed emergency response only for \$120,000 per year, dated September 7, 2021 ("Fourth Amended Agreement"); and

WHEREAS, Riverside and Corona now desire to enter into a fifth amended version of the Aviation Program Agreement (formerly "Helicopter Program Agreement") in order to provide as-needed emergency response only for \$120,000 per year.

NOW, THEREFORE, Riverside and Corona agree to develop an "Aviation Program" as follows:

1. Obligations of Riverside: Riverside agrees to make available the aircraft to Corona for as-needed emergency police response functions, as further provided for herein. In addition, Riverside shall provide full-time salaried police officers (hereinafter "Riverside Pilots") to pilot the aircraft. Riverside shall be responsible for payment of all of the Riverside Pilots' wages and benefits as employees of the City of Riverside, and shall comply with all requirements pertaining to

employer's liability, worker's compensation, unemployment insurance, and social security.

Riverside shall be responsible for all maintenance or repairs to the aircraft. The only exception to this would be if the repairs required were caused by negligence on behalf of the Corona's agents or employees and covered under the indemnification provisions of Section 3 below.

2. Obligations of Corona: For the Term of this Agreement, Corona shall pay to Riverside One Hundred Twenty Thousand Dollars (\$120,000.00) each year ("Riverside Compensation"). The Riverside Compensation shall be due and payable in two (2) equal installments each year on July 15 and January 15.

3. Reciprocal Indemnification and Hold Harmless Provisions: Riverside agrees to indemnify and hold harmless Corona, its elected and appointed officers, employees and agents from and against any damage or injury to persons, including death, and /or property due to the negligence or willful acts by Riverside, their elected and appointed officers, employees and agents in performing its duties and obligations, pursuant to this Agreement.

Corona agrees to indemnify and hold harmless Riverside, its elected and appointed officers, employees and agents from and against any damage or injury to persons, including death, and/or property due to the negligence or willful acts by Corona, their elected and appointed officers, employees and agents in performing its duties and obligations, pursuant to this Agreement.

4. Program Mission: The mission of the Aviation Program established by this Agreement shall be to provide police air support services for the Corona Police Department. Such services shall include, but are not limited to, response to emergency calls for surveillance relating to in-progress felonies, crimes against persons and property, vehicle pursuits and similar activities.

The Aviation Program will be based upon a scheduled seven (7) day availability per week basis, for day and night operations.

The City of Corona will be added into the City of Riverside's area of operation and will be patrolled as-needed during scheduled flights ("As-Needed Flight Patrol"). As used herein, "As-Needed Flight Patrol" shall mean requests made by Corona, either through its command staff or dispatch, that Riverside determines in its sole and reasonable discretion can be accommodated.

5. Compensation: Riverside cannot guarantee an annual base number of flight hours in the City of Corona. Any specific, dedicated hours of flight time requested by Corona outside of the As-Needed Flight Patrol will be billed at the "Hourly Flight Rate" for that year provided for in Exhibit "A" attached hereto and incorporated herein by reference. Flight time will be billed in full hour increments, so any flight time of less than one hour will be rounded up to one hour. Riverside will track flight hours within the City of Corona in the same manner in which it tracks flight hours for other cost reimbursement purposes and shall provide a total of the flight hours to Corona on a quarterly basis. Riverside will fulfill the amount of flight time indicated in Exhibit "A," plus or minus seven (7) percent of the hours indicated, without any breach of contract.

On such occasions where there is a request or need for air support in the jurisdiction of both Parties simultaneously, the mission of the Aviation Program is to provide air support to the Party

with the highest priority (nature) of call. Said determination as to which Party shall receive air support shall lie within the sole discretion of the Pilot in Command.

6. **Term:** The term of this Agreement shall be for a period of one (1) year from July 1, 2022 through June 30, 2023, unless earlier terminated as provided for herein ("Term").

7. **Termination: Reimbursement:** At any time during the Term of this Agreement, either Party hereto shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Party. The effective date of such termination shall be the thirty-first (31st) day following the date of the notice of termination. If the Agreement is terminated before the natural expiration of the Term, Corona shall be entitled to a reimbursement of a pro-rated amount of the Riverside Compensation. The pro-rated amount shall be equivalent to the number of months remaining prior to natural expiration of the Term divided by twelve (12), multiplied by the Riverside Compensation.

8. **General Provisions:**

8.1 **Entire Agreement: Amendments.** This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements covering the same subject matter, including the Original Agreement, the First Amended Agreement, the Second Amended Agreement, Third Amended Agreement and Fourth Amended Agreement. This Agreement may be amended only by a written instrument duly approved by both Parties and executed by their authorized representatives.

8.2 **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties.

8.3 **Representatives.** Corona and Riverside hereby designate their respective Police Chiefs, or their designees, to act as their representatives for the performance of this Agreement. Each representative shall have the power to act on behalf of their respective Party in order to implement the purposes under this Agreement.

8.4 **Attorney Fees.** If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such action shall be entitled to have and recover from the non-prevailing Party (or the Party found to have breached this Agreement) reasonable attorneys' fees and costs.

8.5 **Authority to Approve and Implement.** The Parties have all requisite power and authority to execute, deliver, and perform the Agreement. The Parties warrant that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

8.6 **Third Party Rights.** Corona and Riverside agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than Corona and Riverside.

8.7 **Governing Law.** This Agreement shall be governed by the laws of the State of

California. Any action to interpret or enforce this Agreement shall be maintained in Riverside County.

8.8 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

8.9 Privileges and Immunities. All privileges and immunities of Corona and Riverside provided by state or federal law shall remain in full force and effect.

8.10 Notices. Any notice required by this Agreement, or correspondence concerning this Agreement, shall be deemed to have been properly delivered, served, or given for all purposes when personally delivered to the Party to whom it is directed to, or in lieu of such personal service, when mailed, postage prepaid, to the representatives of the Parties shown below:

CITY OF CORONA

Attn: Police Chief
Corona Police Department
730 Public Safety Way
Corona, CA 92878

CITY OF RIVERSIDE

Attn: Police Chief
Riverside Police Department
4102 Orange Street
Riverside, CA 92501

Any Party may change its address for purposes of this paragraph by giving written notice of such change in the manner prescribed by this paragraph.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR
FIFTH AMENDED
AVIATION PROGRAM AGREEMENT
BETWEEN THE CITY OF RIVERSIDE
AND THE CITY OF CORONA

CITY OF RIVERSIDE

By: _____
City Manager

ATTEST:

By: _____
Donesia Gause
City Clerk

APPROVED AS TO FORM:

By: _____
Rahman Gerren
Senior Deputy City Attorney

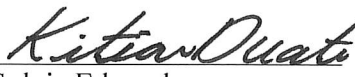
CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
ASSISTANT CHIEF FINANCIAL OFFICER

CITY OF CORONA

By: 
Jacob Ellis
City Manager

ATTEST:

By: 
for Sylvia Edwards
City Clerk

APPROVED AS TO FORM:

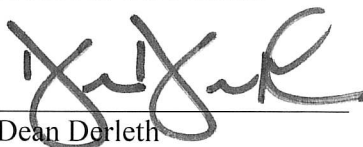
By: 
me Dean Derleth
City Attorney

EXHIBIT "A" - COST OF SERVICES

July 1, 2022 - June 30, 2023

Riverside Compensation:	\$120,000.00
Annual Base Flight Hours:	-120- Hours
Hourly Flight Rate:	\$ 1,000.00
Average# flight	10
hours/month:	