



*City of Arts & Innovation*

# City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL DATE: JUNE 27, 2017

FROM: POLICE DEPARTMENT WARDS: ALL

SUBJECT: SECOND AMENDMENT TO THE HELICOPTER EQUIPMENT USE AGREEMENT BETWEEN THE CITY OF CORONA AND THE CITY OF RIVERSIDE TO REMOVE THE LOAN OF EQUIPMENT, AND DONATE A FLIR 8500FX MULTI SENSOR IMAGER SYSTEM TO THE CITY OF RIVERSIDE; SECOND AMENDED HELICOPTER PROGRAM AGREEMENT BETWEEN THE CITY OF RIVERSIDE AND THE CITY OF CORONA TO CONTINUE TO PROVIDE AIR SUPPORT SERVICES FOR THE CITY OF CORONA TO JUNE 25, 2019 FOR THE ANNUAL COMPENSATION AMOUNT OF \$399,291.91 – SUPPLMENTAL APPROPRIATION

## **ISSUES:**

Approve the Second Amendment to the Helicopter Equipment Use Agreement Between the City of Corona and the City of Riverside to remove the loan of the equipment and donate a FLIR 8500FX Multi Sensor Imager System to the City of Riverside and the Second Amended Helicopter Program Agreement with the City of Corona to continue to provide air support services to the City of Corona to June 25, 2019, for an annual compensation amount of \$399,291.91.

## **RECOMMENDATIONS:**

That the City Council:

1. Approve the Second Amendment to the Helicopter Equipment Use Agreement with the City of Corona, which donates the FLIR equipment to the City of Riverside and provides for early termination of the Helicopter Equipment use Agreement and incorporates the equipment use provisions into the Second Amended Helicopter Program Agreement;
2. Accept the donation of the FLIR 8500FX Multi Sensor Imager System equipment from the City of Corona;
3. Approve the Second Amended Helicopter Program Agreement with the City of Corona Helicopter Program Agreement between the City of Riverside and the City of Corona for a two-year term, from June 26, 2017 through June 25, 2019, with an optional additional two (2) years under the same terms of the agreement; for an annual compensation amount of \$399.291.91;

4. Authorize an increase in revenues in the amount of \$399,291.91 and an increase in expenditures in an account assigned by the Finance Department;
5. Authorize the City Manager, or his designee, to execute the Second Amendment to the Helicopter Equipment Use Agreement and the Second Amended Helicopter Program Agreement, including making minor and non-substantive changes; and
6. Authorize the City Manager, or his designee, to execute the optional additional two year extensions to the Second Amended Helicopter Program Agreement, including making minor and non-substantive changes

## **BACKGROUND:**

The Riverside Police Department (RPD) Aviation Unit provides aerial support for ground operations in observing, preventing and interdicting criminal activity. In 2010, the RPD entered into an agreement with the City of Corona for use of helicopter equipment that was no longer being used due to the termination of Corona's Air Support Unit. This agreement has been extended and currently has a term date from October 27, 2015 to October 26, 2020.

Due to the costs associated with continuous maintenance and replacement of parts that have reached their runtime hours, the RPD has needed to limit the air time for the airships. In 2014, RPD explored alternate funding sources to complement the aviation budget for fuel and maintenance/repair costs and negotiated an agreement with the City of Corona. In June 2014, the RPD entered into an agreement with Corona to provide air support services. This agreement will expire on June 25, 2017. Over the past three years, the collaboration with Corona has been beneficial and economically viable for both agencies. Both agencies would like to continue this agreement and partnership.

## **DISCUSSION:**

### *Second Amendment to the Helicopter Equipment Use Agreement*

The Second Amendment to the Helicopter Equipment Use Agreement will remove the FLIR 8500FX Multi Sensor Imager System equipment from the list of loaned equipment and formalize the donation to the City of Riverside. Although the City of Corona purchased this equipment from grant funds provided by the Department of Justice, it is permissible to donate this equipment to the City of Riverside without reimbursing the federal government since the equipment is now worth less than \$5,000. Riverside plans on using this equipment as a trade-in for a newer FLIR, which will reduce costs and will benefit both agencies.

The Second Amendment to the Helicopter Equipment Use Agreement includes the early termination of the agreement and will incorporate provisions for the remaining loaned equipment into the Second Amended Helicopter Program Agreement.

### *Second Amended Helicopter Program Agreement*

The Second Amended Helicopter Program Agreement details the terms, responsibilities and cost of providing aerial support services to the City of Corona. The Second Amendment to the Helicopter Program Agreement revises the following:

1. Extends the term for another two-year period from June 26, 2017 through June 25, 2019;
2. Reduces the number of hours of operation that will be provided, which leaves the compensation due from the City of Corona unchanged at \$399,291.91, and
3. Reduces the number of items of helicopter equipment loaned due to the donation of the FLIR and return of other equipment to the City of Corona.

This agreement allows for an additional two-year renewal.

The City of Corona approved the donation of the FLIR, early termination of the Helicopter Equipment Use Agreement and the incorporation of the equipment use provisions into the Helicopter Program Agreement at their May 5, 2017 council meeting.

### **FISCAL IMPACT:**

The total revenue received through the Second Helicopter Program Agreement to provide air support services to the City of Corona is \$399,291.91 annually. This annual amount is based on the McDonald Douglas Helicopter Direct Operating Cost analysis for 2016 which includes the estimated cost of fuel/lubricants, airframe maintenance and spares cost, and engine maintenance. Added to this cost is the salary and benefits of two top step pilots at an hourly rate. The hourly cost to operate and maintain the helicopter is estimated at \$760.11. This will provide the City of Corona with 526 flight hours. The revenue received is anticipated to cover the direct operating costs associated with providing the service to the City of Corona. These funds will be used to offset costs for fuel and repairs/maintenance of the City of Riverside's Aviation Unit's helicopter program.

Prepared by: Sergio G. Diaz, Chief of Police  
Certified as to  
availability of funds: Scott G. Miller, Ph.D., Chief Financial Officer/City Treasurer  
Approved by: Alexander T. Nguyen, Assistant City Manager  
Approved as to form: Gary G. Guess, City Attorney

### **Attachments:**

1. Second Amendment to the Helicopter Equipment Use Agreement
2. Second Amended Helicopter Program Agreement