

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
PROPOSITION 1B  
CALIFORNIA TRANSIT SECURITY GRANT PROGRAM-CALIFORNIA TRANSIT  
ASSISTANCE FUNDS  
MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT  
WITH  
THE CITY OF RIVERSIDE POLICE DEPARTMENT  
FOR HELICOPTER BASED AERIAL THERMAL IMAGING SENSOR CAMERA**

1. Parties and Date. This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Riverside County Transportation Commission, hereinafter referred to as "RCTC," and the City of Riverside, on behalf of the City of Riverside Police Department, hereinafter referred to as "Police Department".

2. Recitals.

2.1 On May 1, 2017, RCTC was awarded California Proposition 1B California Transit Security Grant Program-California Transit Assistance Funds (CTSGP-CTAF) by the State of California ("State") to procure tools and security equipment for the commuter rail stations operated and maintained by RCTC in Riverside County.

2.2 RCTC executed that certain grant agreement with the State for the CTSGP-CTAF grant funds ("Grant Agreement").

2.3 RCTC has the opportunity to integrate an aerial surveillance aspect of its commuter rail stations and right of way by partnering with Police Department in a high priority project. The project will involve installation by Police Department of a new state of the art helicopter based aerial thermal imaging sensor camera, and the use by Police Department of the equipment for the provision of surveillance and support to RCTC as further described in this Agreement and in Exhibit "A" (the "Project").

2.4 The proposal submitted by Police Department describes a priority project which RCTC has determined merits funding and satisfies the purposes of the Grant Agreement, if accomplished as specified herein, and Police Department is eligible to receive CTSGP-CTAF grant funds.

2.5 On July 12, 2017, RCTC's Board of Directors approved the programming by RCTC of up to Two Hundred Forty Four Thousand, Six Hundred Thirty Seven Dollars (\$244,637) in CTSGP-CTAF grant funds for the Project.

2.6 RCTC shall disburse CTSGP-CTAF grant funds received from the State to Police Department for the Project in accordance with the terms of this Agreement.

### 3. Terms.

#### 3.1 Definition; Term of Agreement.

##### A. Definitions.

1. Commencement Date. Refers to the first date on which Police Department commences performance of surveillance activities as described in Exhibit "A".

2. Days – As used in this Agreement, "days" shall be calendar days.

3. Effective Date – Refers to the date first specified above.

4. Funding Plan – The plan included as part of the attached Exhibit "B" specifying the funding amounts and funding sources for the Project.

5. Grant Funds – The CTSGP-CTAF grant funds provided by State pursuant to the Grant Agreement, which RCTC shall provide to Police Department as a subrecipient of RCTC under this Agreement.

6. Program Guidelines and Application Kit – The CTSGP-CTAF Program Guidelines and Application Kit for Fiscal Year (FY) 2016-17.

7. Project – The project proposed by Police Department, as described in Exhibit "A", which has been reviewed and approved by RCTC.

B. Term. The term of this Agreement shall commence on the Effective Date, and shall end three (3) years after the Commencement Date, unless otherwise extended pursuant to an amendment to this Agreement, or terminated as provided herein.

#### 3.2 Grant Terms; Police Department Responsibilities.

A. Scope of Grant. Police Department shall use the Grant Funds described hereunder exclusively to implement the Project. Police Department shall be solely responsible for implementing the Project in the manner described herein. In order to ensure that the purpose for which the Grant Funds were provided to RCTC is achieved, Police Department shall complete all obligations under this Agreement and Exhibit "A" related to the provision of aerial support and surveillance, including reporting of surveillance activities, and shall maintain and utilize the equipment to be purchased under this Agreement for the entire term hereof.

B. Cost Overruns. The Grant Funds described in Exhibit "B" of this Agreement are specifically for the Project and make up the entire amount which RCTC has authorized for the Project. Any subsequent amendments to the Project scope or description or additional services to be provided are not covered by this Agreement, and

the funding for any such amendments or additional services shall be the sole responsibility of Police Department, unless such amendments or additional services are approved in writing by RCTC prior to the provision of such amendments or additional services.

C. Incorporation of Program Guidelines and Application Kit. The Program Guidelines and Application Kit are on file at the offices of the parties hereto, and is incorporated herein by reference. All applicable provisions of the Program Guidelines and Application Kit binding on RCTC, thereunder, shall apply to Police Department. By signing below, Police Department represents and warrants that it has read and is familiar with the terms of the Program Guidelines and Application Kit, and agrees to comply therewith. In addition, Police Department shall be responsible for including any relevant provisions of the Program Guidelines and Application Kit in its contracts for the Project. RCTC shall have the right to enforce the terms of the Program Guidelines and Application Kit as such terms apply to Police Department. In the case of a conflict between the Program Guidelines and Application Kit and this Agreement, the terms of this Agreement shall govern.

D. Approval by RCTC; Responsibility of Recipient for Project Compliance with Grant Agreement. Any use of Grant Funds provided pursuant to this Agreement, other than for purchase of the equipment as specified in Exhibit "A", shall be subject to the review and approval of RCTC. If State determines that any Grant Funds were not spent in accordance with this Agreement, the Grant Agreement, and in accordance with all applicable local, state and federal laws, rules and regulations, Police Department shall be solely responsible for reimbursement of all such improperly expended funds and shall make such reimbursement in the manner specified in this Agreement.

E. Funding Reimbursement by Police Department. If it is determined pursuant to a Project audit that any Grant Funds provided pursuant to this Agreement have been improperly expended, Police Department shall, at the direction of the agency performing the audit (e.g. RCTC or State), reimburse within thirty (30) days the full amount of such improperly expended funds. The funds shall be reimbursed to the agency identified by RCTC with a notice to RCTC that the reimbursement was accomplished. RCTC shall also have the right to deduct any improperly expended Grant Funds from future reimbursements of Grant Funds to Police Department.

F. Cost Savings. In the event that Project costs are lower than anticipated, or that there are cost savings for any other reason, the Funding Plan shall be revised to apply such cost savings proportionately to each funding source listed in the Funding Plan. Police Department shall inform RCTC of any cost savings and the parties shall amend this Agreement to reflect the revisions to the Funding Plan. RCTC's Executive Director and the Police Chief shall be authorized to execute any such amendment.

3.3 Indemnification. Police Department shall defend, indemnify and hold RCTC, and its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Police Department or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with Police Department's performance of this Agreement or the Project, including without limitation, the payment of consequential damages and attorneys' fees. Further, Police Department shall defend, at its own expense, including the payment of attorneys' fees, RCTC and its officials, officers, employees, agents and/or volunteers in any legal action based upon such acts, omissions or willful misconduct. Police Department shall reimburse RCTC and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

RCTC shall defend, indemnify and hold Police Department, and its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, arising from the sole negligence, recklessness, or willful misconduct of RCTC in connection with RCTC's performance of this Agreement or the Project.

3.4 Additional Responsibilities of Police Department

A. Standard of Care; Performance Standards.

1. Police Department shall implement the Project in a skillful and competent manner and in accordance with all applicable local, state, and federal laws, rules and regulations. Police Department shall be responsible to RCTC for any errors or omissions in its execution of this Agreement or the implementation of the Project.

2. Police Department shall meet or exceed the following performance standards for the Project:

a. Adhere to the timeline set forth in this Agreement or as subsequently approved by RCTC.

b. Expend the funding specified herein entirely on the Project, and complete all Project obligations as specified herein and in Exhibit "A".

c. Implement the Project in a manner consistent with Exhibit "A" and all provisions of this Agreement.

d. Provide Project reporting to RCTC in a manner consistent with this Agreement.

e. Comply with all applicable requirements and restrictions imposed by the Grant Agreement, and/or related to the Grant Funds.

f. Comply with prevailing wage requirements (California Labor Code Sections 1770 et seq.), if applicable.

B. Insurance. City of Riverside is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation, for up to Three Million Dollars (\$3,000,000), and will provide RCTC with a self-insured affirmation letter. Police Department warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

C. Obligation to Provide Match Funding. Police Department shall provide funding at least equal to the amounts shown in Exhibit "B", attached hereto and incorporated by reference, as a match to the Grant Funds provided for the Project.

D. Invoices. Police Department shall maintain and create the necessary Project invoices, records, reports and financial accounts to permit disbursement of Grant Funds to Police Department in accordance with the requirements of the Grant Agreement. Final invoices for the Project shall be submitted to RCTC no later than sixty (60) days following the termination date of this Agreement to ensure eligibility for reimbursement.

### 3.5 RCTC's Rights and Responsibilities.

A. Disbursement of Funds. RCTC shall disburse Grant Funds in an amount up to that shown in Exhibit "B", Funding Plan, for the Project. RCTC shall promptly disburse Grant Funds to Police Department upon receipt thereof, for eligible Project costs, from State.

B. Time Extensions. RCTC will consider requests for extensions of time if the reason for delay is above and beyond the Police Department's control.

### 4. Accounting Records.

4.1 Retention of Records. Police Department shall maintain complete and accurate grant records with respect to costs incurred and shall maintain all other records related to the administration of the Grant Funds. All such records shall be clearly identifiable. Police Department shall allow representatives of RCTC and State during normal business hours to examine, audit, and make transcripts or copies of such records. Police Department shall maintain all work, data, and documents related to the administration of the Grant Funds for a period of three (3) years from the expiration of this Agreement and shall allow inspection hereunder during such time. Police Department will otherwise maintain all other records in accordance with its records retention schedule and policy.

4.2 Accounting of Funds. When requested by RCTC, Police Department shall within fifteen (15) days provide RCTC with a full reporting and accounting of all Grant Funds received pursuant to this Agreement during its term.

5. Project Reports - Quarterly Reporting: Police Department shall prepare and submit to RCTC quarterly milestone reports detailing the Project's progress including a financial status report and milestone progress report, and any other items specified in Exhibit "A", in a form approved by RCTC, and in accordance with all requirements of State. Project reports may be subject to review, comment and approval by State. Police Department shall revise Project reports as necessary to obtain RCTC and State approval.

6. General Provisions.

6.1 Relationship of Parties. Police Department is solely responsible for the Project. This Agreement does not create a joint venture or any partnership between Police Department and RCTC. Police Department and any persons or entities retained by Police Department or any contractor of Police Department shall be retained on an independent contractor basis and shall not be employees or agents of RCTC.

6.2 Termination of Agreement.

A. The failure or delay by either party to perform any material term or provision of this Agreement constitutes a default hereunder. The non-defaulting party shall give written notice of default to the party in default, specifying the default complained of by the non-defaulting party. Any failures or delays by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. In the event that the defaulting party fails to cure, correct or remedy a default within thirty (30) calendar days following receipt of written notice, the non-defaulting party may exercise all rights and remedies available at law or in equity, including the right to seek damages, seek specific performance or other injunctive or equitable relief and/or terminate this Agreement through a written notice of termination, the effective date of which shall be specified in the notice.

B. In the event this Agreement is terminated as provided in subsection A of this Section, upon receipt of notice of termination, Police Department shall immediately cease expenditure of Grant Funds conveyed pursuant to this Agreement and promptly return all unexpended Grant Funds to RCTC or as RCTC may direct.

C. In the event this Agreement is terminated in whole or in part as provided in subsection A of this Section, RCTC may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

D. If this Agreement is terminated as provided in subsection A of this Section, RCTC may require Police Department, when implementing a Project, to provide to RCTC all finished or unfinished documents, including but not exclusive to, data, studies, drawings, and reports, prepared by Police Department in connection with the performance of this Agreement.

6.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To RCTC:

Riverside County Transportation  
Commission  
4080 Lemon Street, Third Floor  
P. O. Box 12008  
Riverside, California 92502-2208  
Attn: Anne Mayer, Executive Director

To Police Department:

City of Riverside, Police Department  
4102 Orange Street  
Riverside, CA 92501  
Attn: Patty Tambe, Senior Management  
Analyst

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid and addressed to the party at its applicable address. Notice may also be provided via electronic mail and shall be deemed made the date sent, provided that any notice sent via electronic mail shall also be sent by U.S. mail, per the requirements set forth in the foregoing sentence, within twenty-four (24) hours of the notice via electronic mail. Notice sent via electronic mail that is not followed by notice sent via U.S. mail, as required in this paragraph, shall not be considered notice for purposes of this Agreement.

6.4 Attorneys' Fees. If any party commences an action against the other arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party's reasonable attorneys' fees and costs of suits.

6.5 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing, signed by both parties.

6.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

6.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

6.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Police Department without the prior written consent of RCTC.

6.9 Administration.

A. RCTC's Executive Director, or his or her designee, shall administer this Agreement on behalf of RCTC.

B. Police Department hereby designates the Police Chief, or his or her designee, to act as its representative to administer this Agreement on behalf of Police Department ("Police Department's Representative"). Police Department's Representative shall have full authority to represent and act on behalf of Police Department for all purposes under this Agreement.

C. RCTC's Executive Director and the City Manager shall have the authority to amend this Agreement to revise Exhibit "B", the Funding Plan, as needed, to reflect actual Project costs, provided that the total amount of funding to be provided by RCTC under this Agreement shall not exceed Two Hundred Forty Four Thousand, Six Hundred Thirty Seven Dollars (\$244,637).

6.10 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.11 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures shall be considered originals.

6.12 Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Agreement by reference as though fully set forth herein.

6.13 Incorporation of Exhibit. This Agreement contains two (2) exhibits (Exhibit "A" and Exhibit "B") which are attached hereto and incorporated into this Agreement by reference.

6.14 Legal Authority. RCTC and Police Department represent and warrant that the persons signing below on behalf of each party is duly authorized to execute this Agreement on behalf of its respective party and that, by so executing, the parties hereto are formally bound to the provisions of this Agreement.

[Signatures on following page]



**SIGNATURE PAGE  
TO  
PROPOSITION 1B  
CALIFORNIA TRANSIT SECURITY GRANT PROGRAM-CALIFORNIA TRANSIT  
ASSISTANCE FUNDS  
MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT  
AGREEMENT NO. 17-33-117-00**

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement as of the Effective Date.

**RCTC:**

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

**APPROVED AS TO FORM:**

Best Best & Krieger LLP

By:  \_\_\_\_\_  
Counsel to the Riverside County  
Transportation Commission

**POLICE DEPARTMENT:**

**THE CITY OF RIVERSIDE**

By: \_\_\_\_\_

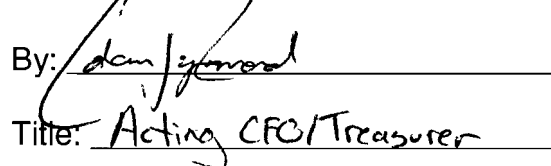
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFIED AS TO THE AVAILABILITY  
OF FUNDS:**

By:  \_\_\_\_\_  
Title: Acting CFO/Treasurer

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_

Title: Deputy City Attorney

## **EXHIBIT "A"**

### **Project Description**

RCTC shall provide CTSGP-CTAF grant funding to assist Police Department with the purchase of a new FLIR 380 HDc thermal imaging sensor (see product specification sheet attached hereto as Exhibit A-1), and for no other purpose. Police Department shall complete the purchase in accordance with applicable City procedures, rules and regulations. Police Department shall maintain, at its sole cost, the equipment to be purchased under this Agreement in good condition and repair for the term of this Agreement.

The FLIR 380 HDc will expand the abilities of Police Department's aerial support, as it will provide state-of-the-art high definition imaging capabilities to newly acquired augmented reality based mapping systems. When combined, these two systems will facilitate Police Department aircrews to efficiently and effectively monitor "critical infrastructure" identified by the Urban Areas Security Initiative (UASI). A number of RCTC facilities, including rail lines, are identified as UASI assets.

As the funding source was intended to be used for the provision of security equipment at the RCTC Metrolink commuter rail stations, in return for the CTSGP-CTAF grant funding to be provided under this Agreement, Police Department shall provide (i) aerial surveillance patrols twice daily (both day and night) and support to RCTC related facilities (all RCTC Metrolink commuter rail stations and related rail lines) in the cities of Riverside and Corona; (ii) bi-weekly patrols of RCTC Metrolink commuter rail stations and related rail lines in the Perris area, and (iii) additional surveillance assistance for major incidents and as otherwise reasonably requested by RCTC. These patrols shall utilize the FLIR 380 HDc, as well as the aircraft's spotlight, to provide both discreet and indiscreet security checks. In the event of a major incident (i.e. derailment, significant accident, natural disaster, and/or terrorism), the FLIR 380 HDc shall assist the aircrew in providing a solid aerial command and control platform to ground personnel. This includes providing high definition video downlink capabilities to both RCTC and

emergency personnel. The Project will enhance the overall security monitoring of the RCTC Metrolink commuter rail stations and related facilities.

Police Department shall track all aerial security checks and additional requests for assistance made by RCTC and shall provide logged history to RCTC on a quarterly basis to ensure the aerial surveillance is being completed per the terms of this Agreement. Quarterly reports shall include observed activity at the commuter rail stations and on the RCTC rail right of way. Logged history of aerial security may be requested by RCTC on a more frequent basis, if necessary, and shall be made available to RCTC upon request.

Police Department is anticipated to commence aerial surveillance in December 2017. RCTC staff will work cooperatively with Police Department staff to obtain Project milestone progress until the aerial surveillance equipment is installed and put into service.

**EXHIBIT A-1**  
**PRODUCT SPECIFICATIONS SHEET**

**QUOTATION NUMBER PDX1702-21C****SURVEILLANCE-ORDERS@FLIR.COM****FLIR SURVEILLANCE, INC.**27700 SW Parkway Avenue  
Wilsonville, OR 97070

T: (503) 498-3547

F: (503) 498-3904

Date: 1-Jun-2017

FLIR POC: Brian Spillane

Phone: 714-420-6940

Email: brian.spillane@flir.com

Prepared By: K Smith

**Quote Prepared For:**

Riverside Police Department

7020 Central Ave

Riverside, CA 92504

Attn: Segeant Erik Lindgren

Phone: (951) 320-8078

Email: ELindgren@riversideca.gov

End User: Riverside Police Department

Product: Star SAFIRE 380-HDL

Platform Type: MD500

ITEM	QTY	PN	Star SAFIRE 380-HDL DESCRIPTION	UNIT LIST PRICE (US\$)	Discount Price (US\$)	EXTENDED PRICE (US\$)
1	1	3290008-XXX	High Definition Thermal Imaging Camera includes the following components:  (TFU) Stabilized Turret FLIR Unit <ul style="list-style-type: none"><li>(MWIR) Infrared Imager 1280 FPA</li><li>(HDEO) High-Def 1080p w/ 40x zoom</li><li>(ESLRF) Eye-Safe Laser Rangefinder</li><li>(IMU) GeoPoint Package IMU</li><li>(AT) Automatic Video Tracker</li><li>(LIU) Laser Interlock Unit (non-back lit)</li><li>RS422 (2EA) &amp; Ethernet Map Interface (Serial Type A Protocol)</li><li>Operator Manual</li><li>12 Month / 1000 Hour Warranty, Parts and Labor</li><li>Color: Black</li><li>Video Format: NTSC</li></ul>	\$ 439,000		\$ 439,000
		4127344				
2	1	3204853-10	(UHCU) Universal Hand Control Unit	\$ 15,750		\$ 15,750
<b>ADDITIONAL PAYLOADS</b>						
3	1		• (LP) Laser Pointer, Near-IR (150mW)	\$ 15,750		\$ 15,750
<b>ACCESSORIES - (Discount pricing applicable only when purchased with item 1)</b>						
4	1	3206461	UHCU Cable Extension Coil Cord	\$ 1,095	\$ 931	\$ 931
5	1	3210685-X	GPS Antenna - (Dual Band L1/L2) Choose black or white	\$ 1,898	\$ 1,613	\$ 1,613
6	1	3210695K180	GPS Cable Assembly - 185" terminated one end	\$ 502	\$ 427	\$ 427
7	1	4140801	AFM-DTFLR-1 Aviation Adaptor Plate	\$ 6,520	\$ 5,542	\$ 5,542
8	1	13359-005	Lower Dovetail Mount	\$ 4,000	\$ 3,400	\$ 3,400
9	1	3203771	Nitrogen Purge / Fill System Support Kit	\$ 1,814	\$ 1,542	\$ 1,542
<b>TRAINING &amp; EXTENDED WARRANTY</b>						
10	1	WARRANTY-EXT 12	2nd Year Extended Warranty (EW-DOM/ HD380/1YR)	\$ 30,350		\$ 30,350
<b>SHIPPING</b>						
11	1	FREIGHT	FedEx 2-Day Shipping (Delivery to a US Address)	\$ 333		\$ 333
<b>EQUIPMENT SUBTOTAL</b>						<b>\$ 514,637</b>
<b>TRADE-IN ALLOWANCE</b>						
	1		Trade-in Allowance Star SAFIRE 230HD with external IMU serial BX0041	\$ (150,000)		\$ (150,000)
<b>PACKAGE TOTAL</b>						<b>\$ 364,637</b>

## EXHIBIT "B"

### FUNDING PLAN

<b>Total Equipment Cost</b>	
FLIR 380 HDc Purchase Price	\$514,637.00
<b>Police Department Match Funding</b>	
RPD FLIR 230 Trade-In	\$150,000.00
RPD FLIR 8500 (x2) / 2000 Trade-In	\$35,000.00
CA-DOJ Funding	\$85,000.00
<b>RCTC Funding - Utilizing Grant Funds</b>	<b>\$244,637.00</b>