

**PUBLIC SAFETY HELICOPTER SERVICES AGREEMENT**  
**BETWEEN THE CITIES OF FONTANA AND REDLANDS**

**1. PARTIES AND DATE.**

This Public Safety Helicopter Services Agreement (“Agreement”) is made and entered into this 7<sup>th</sup> day of May, 2013 by and between the City of Fontana, a California municipal corporation (hereinafter called “Fontana”) and the City of Redlands, a California municipal corporation (hereinafter called “Redlands”). Fontana and Redlands may hereinafter be referred to individually as a “Party” or, together, as the “Parties.”

**2. RECITALS.**

2.1 Fontana owns, maintains and repairs Robinson R44 Raven II and Robinson R66 police helicopters, which are equipped with a powerful searchlight, forward looking infrared (FLIR), color video camera, GPS mapping, PA / siren, computer, Lo-Jack, and radios for both communication and navigation, which are primarily used in connection with Fontana’s Police Air Support Unit to support ground based public safety personnel.

2.2 Fontana employs, maintains, trains and equips personnel capable of piloting Fontana’s public safety helicopter units and responding to requests for public safety helicopter services from ground-based public safety personnel.

2.3 Redlands owns, maintains and repairs a 1967 Cessna 172 airplane, call sign “Redhawk-1,” equipped with Lo-Jack, GPS mapping, color video camera, digital camera and Google maps, which is primarily used in connection with Redlands’ Air Support Unit to patrol the city’s streets, neighborhoods and canyon areas, to assist ground units and to provide surveillance assistance to specialized public safety units.

2.4 Redlands employs, maintains, trains and equips personnel and citizen volunteers capable of piloting Redlands’ public safety airplane and responding to requests for airplane surveillance services from ground-based public safety personnel.

2.5 Fontana and Redlands are each responsible for providing public safety services within their respective jurisdictions, which may include public safety helicopter services and public safety airplane surveillance services.

2.6 Redlands desires that Fontana provide public safety helicopter services within Redlands’ jurisdiction.

2.7 Fontana desires that Redlands provide public safety airplane surveillance services within Fontana’s jurisdiction.

2.8 By this Agreement, the Parties desire to set forth the terms and conditions under which the public safety helicopter services will be provided to Redlands and the public safety airplane surveillance services will be provided to Fontana.

2.9 The Parties are authorized to enter into this Agreement pursuant to California Government Code Section 55632.

### **3. TERMS.**

3.1 Recitals. The Recitals listed above are incorporated into and hereby made a part of this Agreement.

3.2 Term. The term of this Agreement shall be for a period of two (2) years commencing on May 7, 2013 and expiring on May 6, 2015 unless earlier terminated as provided herein. Either Party may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

#### 3.3 Fontana's Obligations.

3.3.1 Subject to the terms and conditions of this Agreement, Fontana will provide Redlands with public safety helicopter services that will include a helicopter aircrew comprised of one (1) pilot and two (2) tactical flight officers who are sworn police officers. Such services shall include, but shall not be limited to, response to emergency calls for surveillance relating to in-progress felonies, crimes against persons and property, vehicle pursuits and similar activities. The helicopter aircrew shall be specially trained to conduct public safety helicopter services. All helicopter aircrew members providing public safety helicopter services to Redlands under this Agreement currently possess, and shall maintain for the term of this Agreement, all permits, licenses, certifications, and training required from any federal, state or local governmental entity to provide public safety helicopter services.

3.3.2 Fontana shall retain primary use of the helicopters referenced in Section 2.1 and first priority will be given to the land and residents of Fontana. When not responding to or assisting with such a priority call, Fontana will respond to calls in Redlands for public safety helicopter services. Additionally, when not responding to or assisting with a priority call, Fontana will provide routine public safety helicopter patrol services over Redlands' jurisdictional areas.

3.3.3 Redlands acknowledges that Fontana will be providing similar public safety helicopter services to other municipal agencies. In such occasions where there is a request or need for public safety helicopter services from both Redlands and another such municipal agency simultaneously, Fontana will provide such services to the city with the highest priority based upon the nature of the incident. The determination as to which city shall receive public safety helicopter services shall be within the sole and absolute discretion of the helicopter aircrew in command at that time.

3.3.4 When available, as determined by Fontana's Police Chief or his/her designee, in his/her sole and absolute discretion, one or more of the helicopters referenced in Section 2.1 may be made available to Redlands for static displays at community or special events.

3.3.5 Fontana's Police Air Support Unit currently operates one 10-hour shift per day, five (5) days per week. The current hours of operation are as follows: 1600 hours to 0200 hours, Wednesday through Sunday. Fontana reserves the right to modify or expand the hours of operation for the Police Air Support Unit.

3.3.6 All officers, employees and volunteers of Fontana providing services pursuant to this Agreement shall at all times be an employee (or volunteer, as applicable) of Fontana. Fontana shall pay all wages, salaries, benefits, overtime and other amounts due said officers, employees and volunteers while providing the services set forth in Section 3.3.1 and as required by law. Fontana shall be responsible for all reports and obligations respecting the said officers, employees and volunteers, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Fontana shall have the exclusive power and authority to hire, discharge, evaluate and discipline said officers, employees and volunteers. Fontana shall provide said officers, employees and volunteers with all supplies necessary to perform his duties under this Agreement, including, without limitation, uniforms, weapons, and vehicles.

#### 3.4 Redlands Obligations.

3.4.1 Subject to the terms and conditions of this Agreement, Redlands will provide Fontana with public safety airplane surveillance services that will include an aircrew comprised of one (1) pilot, one (1) tactical flight officer who is a sworn officer, and on occasion one (1) co-pilot who is a citizen volunteer. Such services shall be predominantly for the purpose of assisting Fontana's narcotics unit. All aircrew members providing public safety airplane surveillance services to Fontana under this Agreement currently possess, and shall maintain for the term of this Agreement, all permits, licenses, certifications, and training required from any federal, state or local governmental entity to provide public safety airplane surveillance services. Redlands shall provide said public safety airplane surveillance services to Fontana upon the request of Fontana only during the aircraft's operational hours, as established by Redlands.

3.4.2 Redlands may assign one or more of its sworn police officers to cross train as tactical flight officers with Fontana's tactical flight officers. Redlands' officers who are in training as tactical flight officers may assist Fontana's police personnel if needed on a case by case basis. The assignment of such officers for training or assistance purposes shall be at the sole discretion of Redlands.

3.4.3 All officers, employees and volunteers of Redlands providing services or participating in training pursuant to this Agreement shall at all times be an employee (or volunteer, as applicable) of Redlands. Redlands shall pay all wages, salaries, benefits, overtime and other amounts due said officers, employees and volunteers while providing the services set forth in Section 3.4.1 and/or assigned to train or provide assistance to Fontana's Police Air

Support Unit pursuant to Section 3.4.2 and as required by law. Redlands shall be responsible for all reports and obligations respecting the said officers, employees and volunteers, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Redlands shall have the exclusive power and authority to hire, discharge, evaluate and discipline said officers, employees and volunteers. Redlands shall provide said officers, employees and volunteers with all supplies necessary to perform his duties under this Agreement, including, without limitation, uniforms, weapons, and vehicles.

3.4.4 Redlands agrees to install within its communications/dispatch center any radio equipment necessary to communicate directly with Fontana on the designated frequency agreed upon by Fontana and Redlands. All costs associated with said installation shall be paid by Redlands.

3.4.5 Redlands shall retain primary use of its public safety surveillance airplane referenced in Section 3.4.1, and priority relating to use of such airplane when providing service will be first given to the land and residents of Redlands.

3.5 Representatives. Fontana and Redlands 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 for all purposes under this Agreement.

3.6 Insurance.

3.6.1 Workers' Compensation. Fontana and Redlands shall maintain Workers' Compensation Insurance or self-insurance for their own officers, employees and volunteers, as applicable, without cost to the other Party. In the event that a Fontana employee pursues a workers' compensation claim for an incident which occurred while that employee was acting pursuant to this Agreement, the Parties understand, acknowledge and agree that Fontana shall be responsible and liable to process, defend and/or pay the claim as necessary. In the event that a Redlands employee pursues a workers' compensation claim for an incident which occurred while that employee was acting pursuant to this Agreement, the Parties understand, acknowledge and agree that Redlands shall be responsible and liable to process, defend and/or pay the claim as necessary. Each Party shall defend, indemnify and hold harmless, pursuant to Section 3.7 below, the other Party with respect to workers' compensation claims filed by their own employees.

3.6.2 Additional Insurance. In addition, each Party shall provide its own insurance or self-insurance for its own apparatus, equipment, officers, employees and volunteers, including general liability insurance and automobile insurance.

3.7 Indemnification. Pursuant to California Government Code Section 895 et seq., each Party agrees to defend, indemnify and hold the other Party and their respective elected officials, officers, employees, contractors, volunteers and agencies, mutually free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries or liabilities, including wrongful death and attorneys' fees, arising from their own performance of

this Agreement, except to the extent that such liability is caused by the negligence of the other Party. Any claim for indemnification must be submitted in writing.

3.8 Attorneys' Fees. In the event of a dispute between the Parties arising over the interpretation or operation of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fee, including fees for use of in-house counsel by a Party.

3.9 Notices. Any notices required to be given under 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 following addresses:

**REDLANDS:**  
Police Chief  
City of Redlands Police Department  
30 Cajon Street  
Post Office Box 1025  
Redlands, CA 92373

**FONTANA:**  
Police Chief  
City of Fontana Police Department  
17005 Upland Ave.  
Fontana, CA 92335

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

3.10 Third Party Rights. Fontana and Redlands 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 Fontana and Redlands.

3.11 Privileges and Immunities. All privileges and immunities of Fontana and Redlands provided by state or federal law shall remain in full force and effect.

3.12 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 regarding the same.

3.13 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.14 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by either Party without the prior written consent of the other.

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

3.16 Days. Unless otherwise specified, "days" shall mean calendar days.

3.17 Amendments. All amendments to this Agreement must be made in a signed writing by all of the Parties hereto, or their respective successors or assigns.

3.18 Severability. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement. Such invalidity, illegality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed and executed on the date first hereinabove written.

**CITY OF REDLANDS**

**CITY OF FONTANA**

By: \_\_\_\_\_  
Pete Aguilar, Mayor

By: \_\_\_\_\_  
Kenneth R. Hunt, City Manager

*Attest:*

*Attest:*

By: \_\_\_\_\_  
Sam Irwin, City Clerk

By: \_\_\_\_\_  
Tonia Lewis, City Clerk

*Approved as to Form:*

By: \_\_\_\_\_  
Daniel J. McHugh, City Attorney

By: \_\_\_\_\_  
Jeffrey Ballinger, City Attorney