County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

July 14, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 JULY 14, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

AUTHORIZATION FOR HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENTS WITH THE CITIES OF GLENDORA AND MONTEREY PARK (FIRST AND FIFTH DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks to renew contracts with the cities of Glendora and Monterey Park for the provision of as-needed helicopter law enforcement services to the cities by the Department.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Helicopter Law Enforcement Services Agreement (Attachment 1) with the city of Glendora, effective July 1, 2009, or upon execution by the Chairman of the Board of Supervisors, whichever is later, through June 30, 2014, unless sooner terminated or extended. Costs are fully reimbursed by the city of Glendora.

2. Approve and instruct the Chairman to sign the attached Helicopter Law Enforcement Services Agreement (Attachment 2) with the city of Monterey Park, effective July 1, 2009, or upon execution by the Chairman of the Board of Supervisors, whichever is later, through June 30, 2014, unless sooner terminated or extended. Costs are fully reimbursed by the city of Monterey Park.

3. Authorize the Department to provide the requested services and delegate authority to the Sheriff to approve and sign any and all amendments to the agreements, ensuring any negative fiscal impact to the County is avoided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current agreements for helicopter law enforcement services will expire on June 30, 2009. Your Board is requested to renew the agreements for a new five-year period, effective July 1, 2009, or upon execution by the Chairman of the Board of Supervisors, whichever is later, through June 30, 2014, unless sooner terminated or extended. The Department's Aero Bureau will not provide this service until the attached agreements are executed by the Chairman of the Board of Supervisors.

The Department's Aero Bureau, upon request, will assist the cities of Glendora and Monterey Park in non-emergent, non-life threatening, and non-mutual aid activities. Provision of this service to the cities of Glendora and Monterey Park does not require additional cost to the Department. Under the terms of the agreements, the cities of Glendora and Monterey Park will fully compensate the Department for services.

Implementation of Strategic Plan Goals

The recommended actions conform with Los Angeles County's Strategic Plan, Goal 1, Operational Effectiveness, and Goal 5, Public Safety. The agreements will renew the existing agreements with the cities of Glendora and Monterey Park and provide revenue reimbursement to the Department for services rendered. The agreements will also provide public safety to the cities of Glendora and Monterey Park, when requested.

FISCAL IMPACT/FINANCING

Under the terms of the agreements, the cities of Glendora and Monterey Park are billed for services rendered at annually adjusted rates established by the County Auditor-Controller. Revenue generated under these rates will fully reimburse the Department's costs associated with any helicopter law enforcement service or Aero Bureau response provided pursuant to the agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreements are authorized under Sections 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

The Department will, upon request by the city, provide air support to the city's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities. The Department, however, makes no guarantee of the availability of air units for deployment when requested by the city to perform the services herein. The city agrees to pay the County for said services at the hourly rates established each fiscal year by the

Auditor-Controller. Either party may terminate the agreement with or without cause by giving not less than sixty days advance written notice to the other party. The agreements provide for mutual indemnification of the parties.

County Counsel has approved the attached agreements as to form.

CONTRACTING PROCESS

Not applicable.

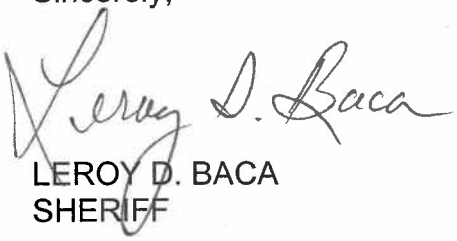
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services. The Department will provide the requested service with the resources included in the Department's budget. The Department's Aero Bureau, upon request, will assist the cities of Glendora and Monterey Park in non-emergent, non-life threatening and non-mutual aid activities. Under the terms of the agreements, the cities will be billed for services rendered at annually adjusted rates established by the Auditor-Controller. Revenue generated under these rates fully reimburses the Department.

CONCLUSION

Upon approval by your Board, please return three originally executed agreements between the County and both cities of Glendora and Monterey Park, to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,



LEROY D. BACA
SHERIFF

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF GLENDORA

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HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT

This Helicopter Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this 14th day of July, 2009, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF GLENDORA, hereinafter referred to as "City."

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department;" and

Whereas, the County is agreeable to rendering such air support services, as available, on the terms and conditions set forth in this Agreement; and

Whereas, such Agreement is authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County agrees, through the Sheriff's Department, to provide as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein to the City.

1.2 As available, the Sheriff's Department will, upon request by City, provide air support to the Glendora Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities. The Sheriff's Department however makes no guarantee of the availability of air units for deployment when requested by the City to perform the services herein. The Sheriff's Department may cancel the provision of services at any time whatsoever

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if the Sheriff's Department concludes that there are insufficient personnel or air units to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

1.3 For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications facilities, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Glendora Police Department's ground units via the Glendora Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.

1.5 Except as otherwise specifically set forth in this Agreement, helicopter law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.

2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.3 With regard to sections 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.

2.4 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.

2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and is a municipal function.

2.6 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

3.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

3.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2009, or upon execution by the Chairman of the Los Angeles County Board of Supervisors, whichever is later, and shall terminate June 30, 2014, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other party.

5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.

5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

6.1 The City shall pay County for the services provided by County under the terms of this Agreement at the rate established by the County Auditor-Controller, as it may be amended from time to time. The rate listed below shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to

this Agreement as an Amendment to this Agreement to reflect the change in rates each fiscal year.

6.2 For and in consideration of the rendition of the helicopter law enforcement services to be performed by the County for the City under this Agreement, the City agrees to pay the County for said services at the hourly rates established each fiscal year by the County Auditor-Controller. For Fiscal Year 2009-2010, the hourly rate is as follows:

CLASSIFICATION	HOURLY RATE
Helicopter Patrol	$992.44

The rate depicted above is developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

6.3 The City agrees to pay for helicopter responses to requests for services in non-emergent, non-life threatening, and non-mutual aid activities. The rate charged to the City for helicopter responses to non-emergent, non-life threatening, and non-mutual aid requests will be on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The City shall only be charged for the helicopter time that the air unit spends over the site of the incident. Time traveling to and from the incident will not be charged. Helicopter service in mutual aid or life-threatening situations or activities are part of County-wide services.

6.4 Life-threatening/mutual aid and non-life-threatening/non-mutual aid situations are further defined in Appendix A of this Agreement (Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)). Final

determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Aero Bureau.

7.0 PAYMENT PROCEDURES

7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.

7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term,

condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:
Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Sergeant John Anderson
4700 Ramona Boulevard, Rm. 214
Monterey Park, California 91754

Notices to the City shall be addressed as follows:
City of Glendora
Attn: Captain Castro
150 S. Glendora Avenue
Glendora, California 91741

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Appendix A, and any executed Amendments thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

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HELICOPTER PATROL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF GLENDORA

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

CITY OF GLENDORA

By _____
CITY OF GLENDORA

ATTEST:
City Clerk

By _____
DEPUTY City Clerk

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy County Counsel

APPROVED AS TO FORM:

City Attorney

By _____
City Attorney

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#84 JUL 14 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF MONTEREY PARK

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HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT

This Helicopter Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this 14th day of July, 2009, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF MONTEREY PARK, hereinafter referred to as "City."

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department;" and

Whereas, the County is agreeable to rendering such air support services, as available, on the terms and conditions set forth in this Agreement; and

Whereas, such Agreement is authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County agrees, through the Sheriff's Department, to provide as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein to the City.

1.2 As available, the Sheriff's Department will, upon request by City, provide air support to the Monterey Park Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities. The Sheriff's Department however makes no guarantee of the availability of air units for deployment when requested by the City to perform the services herein. The Sheriff's Department may cancel the provision of services at any time whatsoever

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if the Sheriff's Department concludes that there are insufficient personnel or air units to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

1.3 For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications facilities, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Monterey Park Police Department's ground units via the Monterey Park Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.

1.5 Except as otherwise specifically set forth in this Agreement, helicopter law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.

2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.3 With regard to sections 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.

2.4 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.

2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and is a municipal function.

2.6 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

3.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

3.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2009, or upon execution by the Chairman of the Los Angeles County Board of Supervisors, whichever is later, and shall terminate June 30, 2014, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other party.

5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.

5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

6.1 The City shall pay County for the services provided by County under the terms of this Agreement at the rate established by the County Auditor-Controller, as it may be amended from time to time. The rate listed below shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to

this Agreement as an Amendment to this Agreement to reflect the change in rates each fiscal year.

6.2 For and in consideration of the rendition of the helicopter law enforcement services to be performed by the County for the City under this Agreement, the City agrees to pay the County for said services at the hourly rates established each fiscal year by the County Auditor-Controller. For Fiscal Year 2009-2010, the hourly rate is as follows:

CLASSIFICATION	HOURLY RATE
Helicopter Patrol	$992.44

The rate depicted above is developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

6.3 The City agrees to pay for helicopter responses to requests for services in non-emergent, non-life threatening, and non-mutual aid activities. The rate charged to the City for helicopter responses to non-emergent, non-life threatening, and non-mutual aid requests will be on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The City shall only be charged for the helicopter time that the air unit spends over the site of the incident. Time traveling to and from the incident will not be charged. Helicopter service in mutual aid or life-threatening situations or activities are part of County-wide services.

6.4 Life-threatening/mutual aid and non-life-threatening/non-mutual aid situations are further defined in Appendix A of this Agreement (Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)). Final

determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Aero Bureau.

7.0 PAYMENT PROCEDURES

7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.

7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term,

condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:
Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Sergeant John Anderson
4700 Ramona Boulevard #214
Monterey Park, California 91754

Notices to the City shall be addressed as follows:
City of Monterey Park
Attn: Captain Smith
320 W. Newmark Avenue
Monterey Park, California 91754

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Appendix A, and any executed Amendments thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

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HELICOPTER PATROL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF MONTEREY PARK

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

CITY OF MONTEREY PARK

By _____
CITY OF MONTEREY PARK

ATTEST:
City Clerk

By _____
City Clerk

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy County Counsel

APPROVED AS TO FORM:

City Attorney

By _____
City Attorney

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#84 JUL 14 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

77042