



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



August 6, 2024

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

Dear Supervisors:

**APPROVAL OF THE HELICOPTER LAW ENFORCEMENT SERVICES
AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES
AND CONTRACTED CITIES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a new Helicopter Law Enforcement Services (Services) Agreement (Agreement) with local contracted cities for the provision of Services by the Department through June 30, 2029.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached boilerplate Agreement for the provision of Services in the County to local contracted cities for the period commencing upon execution by the Sheriff, through June 30, 2029.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements, substantially similar to the attached Agreement, with various local contracted cities in the County, requesting such Services, commencing upon execution by the Sheriff or his designee, through June 30, 2029.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

3. Delegate authority to the Sheriff, or his designee, as an agent for the County to publish the annual billing rates and execute amendments and/or supplemental agreements as set forth in Section 8.0 (Amendments) of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreements is to provide various local cities with Services in the County commencing upon execution by the Sheriff, through June 30, 2029. The current agreement expires on June 30, 2024. Approval of this new Agreement will permit the Department to continue to provide Services to each of the local cities which have requested or will request such Services.

Services encompass duties and functions within the jurisdiction of, and customarily rendered by, the Department under the County Charter and the statutes of the State of California. Services typically involve the provision of air support to the contracting city Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities, Focus Area Goal C: Public safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; additionally, North Star 3: Realize tomorrow's government today, Focus Area Goal G: Internal Controls and Processes.

FISCAL IMPACT/FINANCING

The estimated total cumulative cost for Services in FY 2024-25 is \$450,000. Contracted cities shall pay the Department for Services in accordance with the appropriate and prevailing billing rates as determined by the Auditor Controller each fiscal year. Contracted cities are aware that the rates are revised at the beginning of every fiscal year as determined by the Auditor Controller. The hourly rates are developed by the Auditor Controller, pursuant to the requirements of California Government Code Section 51350 and the policies and procedures adopted by the Board.

The Honorable Board of Supervisors
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements are authorized by Section 56 ½ and/or Section 56 ¾ of the County Charter and/or California Government Code Section 51301. The Agreements allow for the provision of Services by the Department upon execution by the Sheriff, through June 30, 2029. The Agreements may be terminated by either party with 60 calendar days advance written notice. The Agreements provide for the mutual indemnification of the parties.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. There is no anticipated impact on current law enforcement services.

CONCLUSION

Upon Board approval, please return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,



ROBERT G. LUNA
SHERIFF

**HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
 BY AND BETWEEN
 COUNTY OF LOS ANGELES
 AND
 [CONTRACTING CITY]**

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**HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTING CITY]**

This Helicopter Law Enforcement Services Agreement ("Agreement") is entered into this _____ day of _____, 2024, by and between the County of Los Angeles ("County") and the [CONTRACTING CITY] ("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 ("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, this Agreement is authorized by Sections 56 ½ and 56 ¾ of the County Charter and California Government Code section 51301.

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, by and through the Sheriff's Department, agrees 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 [contracting city] 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 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 [contracting city] Police Department's ground units via the [contracting city] 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's Department 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 Paragraphs 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 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.
- 2.6 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 The 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 The 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

4.1 The term of this Agreement shall commence July 1, 2024, or upon execution by the Sheriff of the County, whichever is later, and shall terminate June 30, 2029, unless sooner terminated or extended in whole or in part as provided for herein.

4.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar 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) calendar 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 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 billing rate set forth on Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) of this Agreement.

6.2 The hourly billing rate set forth on Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) of this Agreement shall be readjusted annually by the County Auditor-Controller effective July 1 of each year, published by the County,

and attached as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and practices adopted by the County Board of Supervisors.

- 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 Attachment B (Los Angeles County Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)) of this Agreement. Final determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Department 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) calendar 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) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Cities shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar 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) calendar days after the dispute resolution is memorialized.

- 7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 7.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

8.0 AMENDMENTS

- 8.1 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.
- 8.2 Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any amendments and/or supplemental agreements.
- 8.3 In accordance with Paragraph 6.2 above, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment A (Helicopter Law Enforcement Services Master Rate Sheet). The revised Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- 9.1 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

10.1 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.

10.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

11.1 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

12.1 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.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Captain Andrew B. Cruz
211 West Temple Street, 7th Floor
Los Angeles, California 90012

12.3 Notices to the City shall be addressed as follows:

City of [contracting city]
Attn: Chief of Police
Address
XXXXX, California 12345

City of [contracting city]
Attn: City Manager
Address
XXXXX, California 12345

13.0 VALIDITY

13.1 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

14.1 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

15.1 This Agreement, including Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) and Attachment B (Los Angeles County Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03-02-93)), and any executed Amendments hereto or 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.

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HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT

**BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTING CITY]**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its authorized representative.

COUNTY OF LOS ANGELES

By _____
Robert G. Luna, Sheriff

Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

[CONTRACTING CITY]

By _____
xxxxxxxxxx
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

APPROVED AS TO CONTENT:

By _____
xxxxxxx, Chief of Police

Date _____

ATTACHMENT A

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT

Helicopter Law Enforcement Services Master Rate Sheet

As set forth in Section 6.0, Billing Rates, this Attachment establishes the hourly billing rate for agreed upon helicopter law enforcement services performed by the County for the Fiscal Year [year/year], commencing on July 1, [year].

Hourly Rate: \$ _____

COUNTY OF LOS ANGELES
S H E R I F F ' S D E P A R T M E N T

DATE: March 2, 1993

OFFICE CORRESPONDENCE

FROM: JAMES M. CALLAS, CHIEF
WILLIAM A. BAKER, CHIEF
LARRY L. ANDERSON, CHIEF
FIELD OPERATIONS REGIONS

TO: UNIT COMMANDERS

SUBJECT: FIELD OPERATIONS DIRECTIVE 89-8 **(REVISED 03-02-93)**

AIR SUPPORT POLICY

The purpose of this directive is to provide guidance to all personnel concerned with using, ordering, or providing air support to ground law enforcement units. It constitutes the policy of this Department and may involve the basis for recovering any monetary reimbursement for providing air support service.

AIR SUPPORT IN UNINCORPORATED AREAS:

The Sheriff's Department provides helicopter patrol of the unincorporated areas, as available.

AIR SUPPORT IN CITIES WHEN A LIFE-THREATENING SITUATION OR A MUTUAL AID REQUEST EXISTS:

The Sheriff's Department will provide air support free of charge, as available, to the policing agency of any city within Los Angeles County under the following criteria:

1. When a situation exists that is life-threatening to a citizen or police officer. (The initiator of requests for air support must be able to reasonably articulate why a life was directly threatened.)
2. When an air unit monitors and responds to the following specifically identified types of activity and call codes that are designated as inherently life-threatening:

187 - Murder
207 - Kidnapping
211 - Robbery
217 - Attempt Murder

245 - Assault with a Deadly Weapon
246 - Shooting at an Inhabited Dwelling
261 - Rape
417 - Person with a Weapon
451 - Arson
904 - Fire
997, 998, 999 - Officer needs help or assistance
FP, VP - Foot or Vehicle Pursuit

3. The original nature of the call determines its character and not the circumstances when concluded. Example: If an air unit responds to a 211 call and it is subsequently determined to be a 415 call, the air support will be free to the concerned city agency.
4. Upon the request from any city for mutual aid, the criteria required under the State Master Mutual Aid agreement must be satisfied. These requests are routinely expressed to the Watch Commander at a Sheriff's Station as identified in Enclosure 1-3 to the Los Angeles County Multi-Hazard Functional Plan. Response under circumstances described in 1-3 are considered "county wide" in nature, and supported by the County General Fund.

AIR SUPPORT IN CITIES OF A NON-LIFE-THREATENING OR NON-MUTUAL AID NATURE:

The Sheriff's Department may provide, as available, air support to ground units in any city, which are involved in non-life-threatening or non-mutual aid activities, on a fee basis according to rates established by the Los Angeles County Auditor-Controller.

While most support services are included in the contract rate for patrol service, air service is not. Therefore, it is critical that Watch Commanders become quickly involved in the decision making process of determining the duration of the air unit's involvement since these costs could be passed on to the contract city. Desk personnel shall immediately notify the Watch Commander when an air unit is requested or when the air unit has self-initiated a response to a call within a contract city.

The air unit has the prerogative to respond to a call likely to require air support, without first being requested, in order to have aerial support over the location as soon as possible. The air unit shall advise SRC on the appropriate radio frequency that it is responding. A Watch Commander can decide to terminate the response or support and the air unit shall comply. If the air unit has arrived over the site of an incident that is not listed as inherently life-threatening and it is determined to be non-life-threatening, the service time is billable to the contract city up to the time the air unit is discontinued by the Watch Commander or the air unit returns to other duties or regular patrol.

While it is recognized that all situations are not always clear, Unit Commander discretion in changing billable call codes to non-billable, or visa versa, is limited.

If a Unit Commander does deem changes appropriate, he/she should have ample reasons for the change.

STATION/BUREAU PROCEDURES:

The Aero Bureau will provide support service as described within the above policy. The time spent handling all air support will be documented. Each Aero Bureau patrol crew will complete an "Aero Bureau Log" at the end of each shift documenting all service activity provided in unincorporated areas or cities. At the end of each month, Aero Bureau shall prepare a report synopsising the aerial support provided to each contract city. Station Commanders shall receive a copy of this report for each contract city in their respective station area, not later than the fifth of each month.

Each station is required to record Aero Bureau support activity for contract cities in the station area on a daily basis. A "Station Aero Bureau Request Log" shall be maintained by the Watch Deputy, under the direction of the Watch Commander. It will reflect emergent, non-emergent, and mutual aid deployment of Aero units in the station's area of responsibility, and shall be submitted to the station's operations personnel daily. Upon receipt of the monthly Aero Bureau Activity Report for contract cities, The Unit Commander shall ensure that the station's log and the Aero Bureau's report is compared and a list of billable and non-billable activity for each contract city is compiled. By the seventh day of each month, Station Commanders shall submit a memorandum, listing the type, location, and time spent on aerial activity, to the Commander of the Contract Law Enforcement Bureau, with a copy to the concerned contract city manager. This memorandum shall reflect both billable and non-billable activity.

JAMES M. CALLAS, CHIEF
FIELD OPERATIONS REGION I

WILLIAM A. BAKER, CHIEF
FIELD OPERATIONS REGION II

LARRY L. ANDERSON, CHIEF
FIELD OPERATIONS REGION III