



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



October 8, 2024

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

66 October 8, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A HELICOPTER PATROL LAW ENFORCEMENT SERVICES
AGREEMENT WITH THE CITY OF LAKEWOOD
(FOURTH DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of a Helicopter Patrol Law Enforcement Services (Agreement) with the City of Lakewood (City). This Agreement allows the Department to provide a sworn observer for the City's law enforcement helicopter patrol.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff to execute the attached Agreement for the provision of services in the Los Angeles County (County) to the City for the period commencing upon execution by the Sheriff, through June 30, 2029, unless sooner terminated or extended. The City shall pay the Department half the cost of the deputy sheriff observer position. The County shall pay the remaining half.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to publish the annual billing rates and to execute amendments and/or supplemental agreements as set forth in Section 11.0 (Amendments) of this Agreement.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement will allow the Department to continue to provide the City with a sworn observer for the City-owned, piloted, and maintained helicopter for the purpose of providing supplemental air support to the cities of Lakewood, Cerritos, and Hawaiian Gardens.

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

Under the terms of the Agreement, the City shall pay the Department half the cost of the services listed in the Agreement according to the appropriate and prevailing billing rates, as determined by the County's Auditor-Controller and as indicated in the Agreement. The County shall pay the remaining half of the cost of this position, estimated to be \$90,500.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is authorized under Sections 56-3/4 of the Los Angeles County Charter. The Department will provide sworn observer services for the City. The City agrees to pay the County for services at the hourly rates established each fiscal year by the County's Auditor-Controller. Either party may terminate this Agreement with or without cause by giving 60 calendar days advance written notice to the other party.

The City has agreed to indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all liability arising from or connected with the City use, maintenance, or ownership of helicopter or other aircraft used in connection with the Agreement. The City shall obtain and maintain aviation liability insurance with a combined single limit of not less than \$20 million per occurrence and shall cause the County, its officers, and employees, to be named as additional insured.

The Honorable Board of Supervisors
October 8, 2024
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The Agreement has been reviewed and approved as to liability amounts by the Chief Executive Office Risk Management.

County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department will provide the requested Service with the resources included in the Department's budget. Under the terms of the Agreement, the City will be billed for half the cost of services rendered at annually adjusted rates established by the Auditor-Controller. Revenue generated under these rates does not fully reimburse the County. The County shall provide additional revenue to offset the costs.

CONCLUSION

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

Sincerely,



ROBERT G. LUNA
SHERIFF

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

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

This Helicopter Patrol Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between the County of Los Angeles ("County") and the City of Lakewood ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of law enforcement services by a sworn observer of the Los Angeles County Sheriff's Department ("Sheriff's Department") for the City's law enforcement helicopter patrol; and
- B. Whereas, the County is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Section 56½ and 56¾ 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 law enforcement services to the extent and in the manner hereinafter set forth in this Agreement. The County shall provide Sheriff's Department personnel to perform sworn observer duties in a City-owned, maintained, and piloted helicopter that patrols the City and the city of Cerritos.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, 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.
- 2.2 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's Department and the City.
- 2.3 With regard to Paragraphs 2.1 and 2.2 above, the Sheriff's Department, in an unresolved dispute, 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 as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and 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 performance under this Agreement.
- 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 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on a Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, attached hereto as Attachment A and incorporated herein by this reference.
- 3.2 City, or its designated City representative, shall meet with its respective Sheriff's Department Station Captain when requesting helicopter law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.
- 3.3 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached hereto as an Amendment to this Agreement.
- 3.4 Should the City request a change in level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.5 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.6 The County shall provide law enforcement services consisting of a sworn observer in a City-owned, maintained, and piloted helicopter. Ground assistance may be provided, as determined necessary by the Sheriff's Department, to augment the use of the helicopter as a law enforcement vehicle pursuant to and in accordance with the Municipal Law Enforcement Services Agreement then in effect between the County and the City.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing said functions, the City shall furnish and supply all helicopters and helicopter pilots necessary to operate said helicopters.
- 4.2 It is understood that the City will procure its helicopter pilots from an independent source, and the qualifications and ability of said pilots shall meet the minimum standards of the Sheriff's Department.
- 4.3 Said helicopters shall remain the property of the City, and the City shall supply all maintenance, fuel, repairs, insurance, and equipment related to the ownership, maintenance, and use of said helicopters for law enforcement services.
- 4.4 The helicopters shall be of a type and in a condition satisfactory to the Sheriff's Department.
- 4.5 It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The City agrees to indemnify, defend and hold harmless the County, its officers, employees, and agents from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City use, maintenance, or ownership of helicopter or other aircraft used in connection with this Agreement.
- 5.2 Without limiting the City's indemnification of the County, the City shall obtain and maintain aviation liability insurance with a combined single limit of not less than \$20,000,000.00 per occurrence and shall cause the County, its officers and employees, to be named therein as additional insureds. The City shall provide a copy of the liability insurance policy to the Sheriff's Department's Contract Law Enforcement Bureau.
- 5.3 Without limiting the City's indemnification of the County as stated in Paragraphs 5.1 and 5.2 above, the parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8,

1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.

5.4 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall commence upon execution by the Sheriff and shall terminate on June 30, 2029, unless sooner terminated or extended as provided for herein.

6.2 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.

7.0 RIGHT OF TERMINATION

7.1 Notwithstanding any provision herein to the contrary, the City or the County may terminate this Agreement upon notice in writing to the given party within sixty (60) calendar days with or without cause, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the notice.

7.2 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.

8.0 BILLING RATES

8.1 The City shall pay the County for the services provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.

8.2 The rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the

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

- 8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, 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 the invoice.
- 9.2 If such payment is not delivered to the County office which is described on the 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 City shall provide 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.
- 9.3 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.
- 9.4 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.

10.0 NOTICES

10.1 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.

10.2 Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 West Temple Street, 7th Floor
Los Angeles, California 90012

10.3 Notices to City of shall be addressed as follows:

City of Lakewood
Attn: City Manager
5050 Clark Avenue
Lakewood, California 90712

11.0 AMENDMENTS

11.1 Except for changes pursuant to Paragraph 8.2 of this Agreement all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 3.0 and 9.0 of this Agreement.

11.3 In accordance with Paragraph 8.2, of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law

Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

12.1 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.

12.2 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.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A and Attachment B, and any executed Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes 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 11.0, Amendments, of this Agreement.

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

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City has caused this Agreement to be executed on its behalf by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
ROBERT G. LUNA
Sheriff

CITY OF LAKEWOOD

By _____
City of Lakewood Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
Dawyn R. Harrison
County Counsel

By __Approval on file_____
Senior Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

ANNUAL RATES

FY 2024-25

CONTRACT CITY

ANNUAL RATES FOR LAW ENFORCEMENT SERVICES

Service Unit	Annual Rate	Liability 12.5%	Total
Deputy Sheriff Service Unit			
One Deputy, No-Relief	\$ 335,385	\$ 41,923	\$ 377,308
One Deputy, 40 Hour	\$ 368,924	\$ 46,115	\$ 415,039
One Deputy, 56 Hour	\$ 516,493	\$ 64,562	\$ 581,055
One Deputy, 70 Hour	\$ 645,616	\$ 80,702	\$ 726,318
One Deputy, 84 Hour	\$ 774,739	\$ 96,842	\$ 871,582
Two Deputy, 40 Hour	\$ 737,847	\$ 92,231	\$ 830,078
Two Deputy, 56 Hour	\$ 1,032,986	\$ 129,123	\$ 1,162,109
Catalina Deputy	\$ 334,861	\$ 41,858	\$ 376,719
Deputy Sheriff Service Unit (Bonus I)			
One Deputy, No-Relief	\$ 361,026	\$ 45,128	\$ 406,154
One Deputy, 40 Hour	\$ 397,128	\$ 49,641	\$ 446,769
One Deputy, 56 Hour	\$ 555,980	\$ 69,497	\$ 625,477
One Deputy, 70 Hour	\$ 694,975	\$ 86,872	\$ 781,847
One Deputy, 84 Hour	\$ 833,970	\$ 104,246	\$ 938,216
Supplemental Support Service Units			
Captain	\$ 457,914	N/A	\$ 457,914
Lieutenant	\$ 364,606	N/A	\$ 364,606
Sergeant (Supplemental)	\$ 389,902	N/A	\$ 389,902
Sergeant (Motor)	\$ 307,637	N/A	\$ 279,459
Sergeant (Patrol)	\$ 324,341	\$ 40,543	\$ 364,884
Watch Deputy	\$ 249,796	\$ 31,224	\$ 281,020
Deputy (Motor)	\$ 335,385	\$ 41,923	\$ 377,308



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)**

Attachment A

CITY: Lakewood Skynight **FISCAL YEAR:** 2024-2025 **EFFECTIVE DATE:** 7/1/2024

RANK, RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHNG.	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12.5%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
SUPPLEMENTAL POSITIONS												
Skynight Observer, Non-Relief	349	0.50	0.50	0.00	\$ 361,026.00	\$ 180,513.00	\$ 22,564.13	\$ 203,077.13	1,789	895	53,670	0.50
Estimated Cost for Service Units: \$					180,513.00	Total Liability (12.5%): \$		22,564.13	Estimated Subtotal: \$		203,077.13	
										Public Safety Equipment Cost (See page 3): \$		
										Estimated Total Annual Cost:		\$ 203,077.13

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD. Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

Daniel Holguin E-Signed By Daniel Holguin 6/28/2024 8:17:06 AM
UNIT COMMANDER NAME SIGNATURE DATE

Report Prepared By:

Ruben E. Macias 6/27/2024
SERGEANT DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

Thaddeus McCormack E-Signed By Thaddeus McCormack 6/27/2024 5:05:12 PM
CITY OFFICIAL NAME SIGNATURE DATE

Processed at CLEB By:

E-Signed By Ruben Macias 6/28/2024 2:39:14 PM
SERGEANT DATE



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
 CONTRACT LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL

Attachment A

CITY: Lakewood Skynight **FISCAL YEAR:** 2024-2025 **EFFECTIVE DATE:** 7/1/2024

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM				
Routine City Helicopter Agreement									YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
License Detail - Business & Renewal Applications									YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
License Detail - Acts on Violations Observed within the City									YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
Other Supplemental Services									YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

Sworn							Total
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	
Hours	0	0	895	0	0	0	895
Minutes	0	0	53,670	0	0	0	53,670
Personnel	0.000	0.000	0.500	0.000	0.000	0.000	0.500

Civilian				Total
	SSO	LET/CSA/CA/PCO	Clerical	
Hours	0	0	0	0
Minutes	0	0	0	0
Personnel	0.000	0.000	0.000	0.000

Agreement
City Official: 6/27/2024
Unit Commander: 6/28/2024



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

Attachment A

CITY: Lakewood Skynight **FISCAL YEAR:** 2024-2025

Total Public Safety Equipment Cost: \$

Skynight FY 2024-2025 e575

**CONTRACT LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Liability Rate: 12.5%

Supplemental Positions Rates		
Rank / Relief Factor	Annual Rate	Service Code
Skynight Observer, Non-Relief	\$ 361,026.00	349

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.