

Board of

Supervisors

Board of Supervisors

Public Safety Cluster Agenda Review Meeting

DATE: September 25, 2024 **TIME:** 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Steven Edwards, 3rd Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.

To participate in the meeting in-person, the meeting location is: Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012 Room 374-A

To participate in the meeting virtually, please call teleconference number 1 (323) 776-6996 and enter the following 169948309# or Click here to join the meeting

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. **INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. **BOARD LETTER:**

Approval of Retroactive Payment to Aeronautical Radio Incorporated for Annual Maintenance Renewal

Speaker(s): Marshall Yelverton and David Sum (SHERIFF'S)

B. **BOARD LETTER:**

Approval of a Helicopter Patrol Law Enforcement Services Agreement with the City of Lakewood

Speaker(s): Ruben Macias (SHERIFF'S)

C. BOARD LETTER:

Agreement for Exchange of Fire Protection and Rescue Services with the San Bernardino County Fire Protection District

Speaker(s): Eleni Pappas, Steven Cabrera, and Marcia Velasquez (FIRE)

D. BOARD LETTER:

Request to Authorize the Use of the Information Technology Infrastructure Fund for the Acquisition of Critical Communication Equipment and Approval of An Appropriation Adjustment for Fiscal Year 2024-25

Speaker(s): Vanessa Lam, Adrian Li, Nicholas Berkuta, and Julia Kim (FIRE)

3. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD BRIEFING:

Civilian Oversight Commission (COC) Monthly Briefing Speaker(s): Sharmaine Moseley (COC)

B. BOARD BRIEFING:

Office of Inspector General (OIG) Monthly Status and Custody Briefing Speaker(s): Max Huntsman (OIG)

C. **BOARD BRIEFING:**

Report regarding July 9, 2024, Board Motion: Requiring County Firearms Vendors to be in Compliance with Applicable Laws and Regulations. Speaker(s): Gerald Plummer (ISD)

4. PUBLIC COMMENTS

5. ADJOURNMENT

CS-1 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

(Paragraph (2) of subdivision (d) of Government Code Section 54956.9)

Anticipated litigation concerning LASD compliance with constitutional and other legal requirements.

Significant exposure to litigation (one case)

6. UPCOMING ITEM(S) FOR OCTOBER 2, 2024:

A. BOARD LETTER:

Approval of User Agreement for Subscribers with the Los Angeles Regional Interoperable Communications System Authority for Use of the Land Mobile Radio System and Appropriation Adjustment for Fiscal Year 2024-25

Speaker(s): Nicholas Berkuta, Todd Denerson, Timothy Guloy and Mike Inman (FIRE)

B. BOARD LETTER:

Approve User Agreement for Subscribers with the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority for Use of the Land Mobile Radio (LMR) System and Appropriation Adjustment for Fiscal Year 2024-25

Speaker(s): David Sum (SHERIFF'S)

C. **BOARD LETTER:**

Thirteen-Year and Six-Month Lease – Sheriff's Department – 100 Universal City Plaza, Universal City Speaker(s): Alexandra Nguyen-Rivera (CEO)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/25/2024						
BOARD MEETING DATE	10/8/2024						
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1st □	2 nd 3 rd 4 th 5 th					
DEPARTMENT(S)	Los Angeles County She	eriff's Department					
SUBJECT	Retroactive Payment						
PROGRAM	Aeronautical Radio Incorporated (ARINC)						
AUTHORIZES DELEGATED AUTHORITY TO DEPT							
SOLE SOURCE CONTRACT							
	If Yes, please explain wh	ny:					
	ARINC provided the Department with yearly maintenance support for specialized radios that were installed throughout the Department. This radio network is needed to provide High Frequency radio communications to link remote units of the Department, and to link the Department with state and federal agencies. The benefit of this network is that it is independent and does not require infrastructure such as the internet, phone lines, or repeater links. This independent functionality is especially important in the case of local or widespread disaster(s) where traditional forms of communication become inoperable						
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE		Not Applicable					
DEADLINES/ TIME CONSTRAINTS							
COST & FUNDING	Total cost: \$172,000.02	Funding source: LASD General Support					
	TERMS (if applicable):						
	•	to net County cost. The cost of the confirming purchase order epartment's FY 2024-25 General Support budget allocation.					
PURPOSE OF REQUEST	its capacity as the Coun (PO) to ARINC in the an						
BACKGROUND (include internal/external issues that may exist including any related motions)	In December of 2020, the Department's buyer requested an invoice from the vendor f services to be rendered from January 1, 2021, through July 31, 2021. It took sever months to obtain a response from ARINC, and an invoice (#21-10071123, amou \$28,000.02) wasn't received until May 6, 2021. By this time, the Department had alread received services without having a PO in place causing a retroactive issue. Because this retroactive issue, the request for payment was rejected by Accounts Payable. On August 24, 2022, the Department received an invoice (#21-10071129A, amount						
	\$48,000.00) for the serv of delinquent status of t	ice period of August 1, 2021, through July 31, 2022. Because he previous invoice (#21-10071123), the Department was not payment for this new invoice.					

	On October 27, 2023, ARINC provided the Department a single consolidated invoice (#231171835A, amount of \$172,000.02) to cover previous delinquent years and the current year of service. On March 18, 2024, the Department appeared before the Retroactive Contract Review Committee (RCRC) to discuss the retroactive issue that resulted from the Department obtaining services without having a PO in place. The RCRC reviewed the applicable documentation leading to the retroactive PO and approved the attached Department's Corrective Action Plan.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☐ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	MarshallYelverton,Lieutenant:323-881-8002mryelver@lasd.org David Sum, Captain: 323-881-8001 dcsum@lasd.org

October 8, 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 RETROACTIVE PAYMENT TO AERONAUTICAL RADIO INCORPORATED FOR ANNUAL MAINTENANCE RENEWAL (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board to authorize the Internal Services Department (ISD), in its capacity as the County's Purchasing Agent to issue a confirming Purchase Order (PO) to Aeronautical Radio Incorporated (ARINC) in the amount of \$172,000.02.

IT IS RECOMMENDED THAT THE BOARD:

Authorize ISD to proceed with a confirming PO to ARINC for annual maintenance renewals in the amount of \$172,000.02.

PURPOSE/JUSTIFICATION OF RECOMMENDATION

ARINC provided the Department with yearly maintenance support for specialized radios that were installed throughout the Department. This radio network is needed to provide high-frequency radio communications to link remote units of the Department, and to link the Department with state and federal agencies. The benefit of this network is that it is independent and does not require infrastructure such as the Internet, phone lines, or repeater links. This independent functionality is especially important in the case of local or widespread disaster(s) where traditional forms of communication become inoperable.

The Honorable Board of Supervisors October 8, 2024 Page 2

The original PO (PO-SH-17322565-1) was awarded on January 27, 2017, and payment has been current through December 31, 2020.

In December 2020, the Department's buyer requested an invoice from the vendor for services to be rendered from January 1, 2021, through July 31, 2021. It took several months to obtain a response from ARINC, and an invoice (#21-10071123, amount \$28,000.02) was not received until May 6, 2021. By this time, the Department had already received services without having a PO in place causing a retroactive issue. Because of this retroactive issue, the request for payment was rejected by the Department.

On August 24, 2022, the Department received an invoice (#21-10071129A, amount of \$48,000) for the service period of August 1, 2021, through July 31, 2022. Due to the delinquent status of the previous invoice (#21-10071123), the Department was not approved to make payment for this new invoice.

On October 27, 2023, ARINC provided the Department a single consolidated invoice (#231171835A, amount of \$172,000.02) to cover previous delinquent years and the current year of service.

Service Period	Amount
January 1, 2021 - July 31, 2021	\$28,000.02
August 1, 2021 – July 31, 2022	\$48,000.00
August 1, 2022 – July 31, 2023	\$48,000.00
August 1, 2023 – July 31, 2024	\$48,000.00
Total	\$172,000.02

On March 18, 2024, the Department appeared before the Retroactive Contract Review Committee (RCRC) to discuss the retroactive issue that resulted from the Department obtaining services without having a PO in place. The RCRC reviewed the applicable documentation leading to the retroactive PO and approved the attached Department's Corrective Action Plan.

<u>Implementation of Strategic Plan Goals</u>

The recommended action supports the County's Strategic Plan's North Star III: Realize tomorrow's government today. Focus Area Goal G. Internal Controls and Processes: Strengthen our internal controls and process while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.

The Honorable Board of Supervisors October 8, 2024 Page 3

FISCAL IMPACT/FINANCING

The cost of the confirming PO (\$172,000.02) is accounted for in the Department's Fiscal Year 2024-25 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services and hardware provided by ARNIC included maintenance support for six installations at six different locations throughout the County.

IMPACT ON CURRENT SERVICES FOR (OR PROJECTS)

Payment of the retroactive amount will ensure all obligated payments in full will be processed and prevent the billing from entering into collections.

CONTRACTING PROCESS

The County Purchasing Agent will process the PO in accordance with the County's Purchasing Policies and Procedures.

CONCLUSION

To avoid future occurrences, Communications and Fleet Management Bureau's (CFMB) purchasing has been and will continue to add all renewals to the maintenance log that tracks renewal dates. The CFMB will work with vendors to ensure the proper receiving and payment of invoices are following County purchasing policies and ensure they are received and processed in a timely manner.

Should you have any questions, please contact Lieutenant Marshall Yelverton, Communications and Fleet Management Bureau, at (323) 881-8002.

Sincerely,

ROBERT G. LUNA SHERIFF

RETROACTIVE CONTRACTS REPORTING FORM CORRECTIVE ACTION PLAN

(Los Angeles County Sheriff's Department – Communications and Fleet Management Bureau. Vendor ARINC) FY (2023-24)

Root Causes	Corrective Action Plan
This maintenance support covers three radios that are installed throughout the Sheriff's Department (Department). During budget curtailments in March 2020, and continuing into FY 21-22, the Department had a change in administrative personnel in the Communications and Fleet Management Bureau (CFMB) and in the Technology and Support Division (TSD). Under the new administration, CFMB new personnel became aware of the confirming status for invoice #21-10071123, dated May 6, 2021, in the amount of \$28,000.02 for the service period of January 01, 2021–July 31, 2021, and began confirming procedures with TSD. CFMB attempted to pay for an invoice in September of 2022, by creating an RQN, however due to the confirming status of this account, the RQN was rejected and no payment was made. Because of this confirming purchase, subsequent invoices have not been submitted for payment. ARINC was working with the Department, and at this time all services have been turned off. There are currently four invoices that need to be paid including an	To avoid missing fiscal deadlines for renewals in the future, 1. CFMB purchasing has added these renewals to the manual maintenance log that tracks renewal dates. Renewals are added to the log when identified during initial procurements. The log will be reviewed and updated regularly throughout the fiscal year (FY). The log will also be referenced at both mid-FY and at the end of each FY to ensure these renewals are procured for the next fiscal year. The billing cycle has been added to CFMB's maintenance log and is checked by the requesting Unit, CFMB's Budget Rep., as well as the Technology and Support Division's Budget Rep. 2. Alerts have been setup via Microsoft's Outlook calendar function by the operations staff of CFMB to ensure the timely requesting of and paying of invoices is completed. The Department has an email group for the Operations Staff that is updated when personnel are transferred in and out of the unit. This will ensure all pesonnel within Operations will be notified, even those who are newly assigned to the bureau. 3. The vendor in question has been instructed to send all hard copies
invoice for service period of August 1, 2023 – July 31, 2024.	of the invoices to the correct address with an "Attention To: CFMB Operations". In addition, the Department is working with the Contracts units to ensure:
	 An update to the contract, if the Department continues to use the services of this vendor, and for all future contracts. Contract language is used instructing that all electronic correspondences be sent to the CFMB Operations email group; and
	All physical documents be addressed to the Communications and Fleet Management Bureau, attention Operations Staff.

RETROACTIVE CONTRACTS REPORTING FORM CORRECTIVE ACTION PLAN

ATTACHMENT III

(Los Angeles County Sheriff's Department – Communications and Fleet Management Bureau. Vendor ARINC) FY (2023-24)

	A CFMB Operations email reminder has been setup for all of CFMB Operations staff in the event the Department continues with services from ARINC.
Start and completion dates of the Corrective Action Plan	 Plan Development Start Date: September 30, 2023. New and existing staff have been instructed on the importance of requesting invoices earlier than needed from all vendors and cancelling services as soon as an invoice goes into confirming status. The Department will work with new employees as well as existing employees on the importance of receiving invoices in a timely manner. Alerts have been setup for all CFMB employees in increments of 30, 60, 90, and 120 days to ensure the vendor is properly notified of the upcoming invoicing time frame. Completion Date: Pending final payment to ARINC.
Responsible person for the Corrective Action Plan	David Sum – Captain Marshall Yelverton – Lieutenant Barbara Stroup – OAIII Robert Ahrens – OAII
Lessons learned as a result of the situation	The need to establish stronger monitoring methods to prevent retroactive contract activity. Working with vendors who are late on their billing cycle puts the County and Department in a precarious position. Moving forward if a confirming is anticipated CFMB will not include subsequent year's services on the confirming, and will instead initiate a separate PO for the current services so that that the current year does not go into confirming status.
How the Corrective Action Plan effectiveness will be measured	ARINC will be paid, taking the current maintenance invoices out of confirming status. LASD is currently weighing the benefits of the product and will decide if they want to continue using the product. The following areas will be measured/tracked to assess the effectiveness of the Corrective Action Plan: 1. Timelines

RETROACTIVE CONTRACTS REPORTING FORM CORRECTIVE ACTION PLAN

ATTACHMENT III

(Los Angeles County Sheriff's Department – Communications and Fleet Management Bureau. Vendor ARINC) FY (2023-24)

	2. Progress
	3. Training



Communications and Fleet Management Bureau FY23-24 Maintenance/License Renewals

						Tarrice Tarree / Lice				-			
DESCRIPTION	Program Mgr.	Procurement OA	Procurement	AMOUNT BUDGETED	Date to Start Renewal	Follow up Date/Date Approved	Date Submitted to ISD	RENEWAL PERIOD	UNIT	Current PO#	Prior Year PO#	FUNDING SOURCE	COMMENTS
							TDD		Comm				Confirming in process, seeking new vendor once
ARINC URGENTLINK	Lt. Yelverton	Robert Ahrens	РО	\$172,000.00	Discontinue FY25	N/A	TBD		Solution/ Logistics	No Renewal	PO-17322565 PO-19008443	PRAD	confirming is approved by the Board and the vendor is paid.
					5/1/2023	7/1/2023	8/3/2023	8/01/23 -		PRDO-SH-	PRDO-SH-		RQN started 6/26/23. Entered into eCAPS
ZETRON	Lt. Yelverton		РО	\$426,707.00	J/ 1/2023	17172025	0/3/2023	7/31/24	OPS	24005046	23005110	PRAD	7/21/23. ISD approved PRDO 8/4/23.
Sierra Wireless Maintenance	Lt. Marion	Rey Guillermo	PO	\$46,321.88	5/1/2023	7/3/2023	7/12/2023	8/1/23-7/31/24	MCS / DSB	PO-SH- 24005362	PO-SH- 23005287	CFMB / OMDC	RQN Started 6/6/23. RQN Approved 7/3/23. ISD approved PO 8/9/23.
Network Innovations Associates	Lt. Furman/ Dep.	Robert Ahrens	РО	\$70,263.60	4/1/2023	7/14/2023	7/17/2023	7/1/23-6/30/24	DATA SOL.	PO-SH- 24005283	PO-SH- 23005663	MCEL	Satellite Svc for CFMB & EOB RQN started 6/1/23 entered into eCAPS. ISD approved PO 7/31/23.
				, ,, ,,									MCU Satellite Svc/Bandwidth RQN Started.
	Lt. Furman/ Dep.			* 40.404.00	4/1/2023	7/17/2023	7/17/2023	7/4/00 6/00/04	DATA COL	PO-SH-	PO-SH-	MOEL	Entered into eCAPS 7/18/23, ISD approved PO
NI Govt. Services	Elliott	Robert Ahrens	РО	\$10,181.60				7/1/23-6/30/24	DATA SOL.	24005282	23005209	MCEL	7/31/23.
SATELLITE PHONE SERVICE	Sgt. Conger	Robert Ahrens	PO	\$89,235.44	4/1/2023	8/29/2023	9/7/2023	7/1/23-6/30/24	Logistics	PO-SH- 24005970	PO-SH- 23005193	MCEL	RQN started 7/5/23, entered into eCAPS 8/29/23 ISD approved PO 9/21/23.
OATELLITE FINANCE OLIVIOL		Trobott Amono	1.0	ΨΟΟ,2ΟΟ.11				171120 0.00121	Logiotico	DO-SH-	DO-SH-	WOLL	DO created 7/5/23. Approved 8/9/23. DO issue
MCU SATELLITE SERVICE / BANDWIDTH	Sgt. Conger	Robert Ahrens	DO	\$17,500.71	4/1/2023	8/9/2023	In House	7/1/23-6/30/24	Logistics	24000092	23000387	MGSA	8/14/23.
					4/1/2023	7/14/2023	7/17/2023			PO-SH-	PO-SH-		RQN started 7/5/23, entered into eCAPS 8/29/23.
NIASAT MCU SATELLITE SERVICE / BANDWIDTH	Sgt. Conger	Robert Ahrens	PO	\$96,416.00	47 172020	171-1,2020	171172020	7/1/23-6/30/24	Logistics	24005283	23005663	MCEL	ISD approved PO 9/21/23.
OOLT OF DAILD DAALDAAUDTU	Cart. Common	Dahari Ahrana	DO	Ф20 0 7 0 00	4/1/2023	5/1/2023	In House	7/4/24 6/20/25	Lawistics	DO-SH-	DO-SH-	MOCA	DO started 7/5/23, entered into eCAPS 8/9/23.
COLT SERVICE AND BANDWIDTH	Sgt. Conger	Robert Ahrens	DO	\$39,876.00				7/1/24-6/30/25	Logistics	24000038	23000620	MGSA	DO issued 8/9/23.
					40/20/2004	0/04/0004	F/00/0004	0/40/00		DO 011	DO 011		DRF started 2/7/24. Funding Delay Feb-March
VESTA Maintenance PSAP Alarm/Training Center	Lt. Yelverton	Rey Guillermo	РО	\$200,474.76	12/30/2024	3/21/2024	5/20/2024	2/18/23- 2/18/24	MCS / DSB	PO-SH- 24008963	PO-SH- 23007584		need to wait for mid year. BA approved 3/22/24. PO issued 5/20/24.
1 2017 to Tallitorianos i oria 7 tallim 11 anning o cintor		Troj Camernio		Ψ=σσ, σ		NA	In Hause						Agreement Contract Number: 43282 Board
Verizon Cellular Services	Sgt. Conger	Robert Ahrens	Encumbrance	\$3,000,000.00	5/15/2023	NA	In House	7/1/23-6/30/24	Logistics	Enc#24C152P	Enc#23C152P	PCELL	Contract
					4/1/2023	NA	In House						Agreement Contract Number 78636 Board
LEGACY SDN DATA DEVICES	Lt. Yelverton	Robert Ahrens	Encumbrance	\$15,000.00			11110030	7/1/23-6/30/24	IT	Enc#24C575P	Enc#23C575P		Contract
				\$4,183,976.99									

Budget Rep: Barbara Stroup

^{*} New PO# will be listed on the FY 24-25 Log

Communications and Fleet Management Bureau FY24-25 Maintenance/License Renewals

DESCRIPTION	Program Mgr.	Procurement OA	Procurement	AMOUNT BUDGETED	DATE TO START RENEWAL	Follow up Date/Date Approved	Target Date to ISD	Date Submitted to ISD	RENEWAL PERIOD	UNIT	Current PO#	Prior Year PO#	FUNDING SOURCE	COMMENTS
ZETRON	Lt. Yelverton		РО	\$426,707.00	4/1/2024	5/30/2024	6/1/2024		8/1/24 - 7/31/25	OPS		PRDO-SH-24005046	PRAD	5/15/24 RQN Started.
Sierra Wireless Maintenance	Lt. Marion	Rey Guillermo	РО	\$46,321.88	5/1/2024	5/30/2024	6/1/2024		8/1/24 - 7/31/25	MCS / DSB		PO-SH-24005362	CFMB / OMDC	(For Modems in Vehicles) 5/15/24 RQN Started.
Network Innovations Associates	Lt. Furman/ Dep. Elliott	Robert Ahrens	РО	\$70,263.60	4/1/2024	4/15/2024	5/1/2024		7/1/24- 6/30/25	DATA SOL.		PO-SH-24005283	MCEL	Satellite Svc for CFMB & EOB 5/15/24 RQN Started
NI Govt. Services	Lt. Furman/ Dep. Elliott	Robert Ahrens	РО	\$10,181.60	4/1/2024	4/15/2024	5/1/2024		7/1/24- 6/30/25	DATA SOL.	RQN-SH-2500215	PO-SH-24005282	MCEL	MCU Satellite Svc/Bandwidth, 5/15/24 RQN started. Submitted in eCAPS 5/21/24.
SATELLITE PHONE SERVICE	Sgt. Conger	Robert Ahrens	РО	\$89,235.44	4/1/2024	5/1/2024	5/1/2024		7/1/24- 6/30/25	Logistics		PO-SH-24005970	MCEL	5/15/24 RQN started.
MCU SATELLITE SERVICE / BANDWIDTH	Sgt. Conger	Robert Ahrens	DO	\$17,500.71	4/1/2024	5/1/2024	In House	NA	7/1/24- 6/30/25	Logistics		DO-SH-24000092	MGSA	5/15/24 DO started.
NIASAT MCU SATELLITE SERVICE / BANDWIDTH	Sgt. Conger	Robert Ahrens	PO	\$96,416.00	4/1/2024	5/1/2024	5/1/2024		7/1/24- 6/30/25	Logistics		PO-SH-24005283	MCEL	5/15/24 RQN started.
COLT SERVICE AND BANDWIDTH	Sgt. Conger	Robert Ahrens	DO	\$39,876.00	4/1/2024	5/1/2024	In House	NA	7/1/24- 6/30/25	Logistics		DO-SH-24000038	MGSA	5/15/24 DO started.
VESTA Maintenance PSAP Alarm/Training Center	Lt. Yelverton	Rey Guillermo	PO	\$200,474.76	11/1/2024	11/15/2024	12/1/2024		2/18/25- 2/18/26	MCS / DSB		PO-SH-24008963		MDC Handle
Dion & Sons - Diesel	Lt. Furman	Dennis Stanlee	DO	\$24,390.97	4/1/2024	5/1/2024	In House	NA	7/1/24- 6/30/25	FLEET		DO-SH-24000761	PFVH	5/15/24 DO started.
Verizon Cellular Services	Sgt. Conger	Robert Ahrens	Encumbrance	\$3,000,000.00	4/1/2024	5/1/2024	NA	NA	7/1/24- 6/30/25	Logistics	Enc#25C152P	Enc#24C152P	PCELL	Agreement Contract Number: 43282. Board Contract
LEGACY SDN DATA DEVICES	Lt. Yelverton	Robert Ahrens	Encumbrance	\$15,000.00	4/1/2024	5/1/2024	NA	NA	7/1/24- 6/30/25	IT	Enc#25C575P	Enc#24C575P		Agreement Contract Number 78636. Board Contract
				\$4,036,367.96										

Budget Rep: Barbara Stroup

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	September 25, 2024							
BOARD MEETING DATE	October 8, 2024							
SUPERVISORIAL DISTRICT AFFECTED	⊠ AII □ 1st □ 2nd □ 3rd □ 4th □ 5th							
DEPARTMENT(S)	Sheriff							
SUBJECT	Seeking approval of the attached Agreement for continued provision of services by the Sheriff's Department							
PROGRAM	Helicopter Patrol Law Enforcement Services Agreement with the city of Lakewood							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No							
SOLE SOURCE CONTRACT	☐ Yes No							
	If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE								
DEADLINES/ TIME CONSTRAINTS	Agreement expires June 30, 2024							
COST & FUNDING	Total cost: \$361,026 Funding source: It's a revenue offset program; rates are developed by the Auditor Controller each fiscal year. Half the costs are reimbursed by the city of Lakewood.							
	TERMS (if applicable): Upon execution by the Sheriff, through June 30, 2029							
	Explanation: The prevailing billing rate recovers costs associated with the provision of the services according to California Government code 51350 and policies and procedures adopted by the Board							
PURPOSE OF REQUEST	Approve the attached boilerplate Agreement for the provision of Services in the County to the city for the period commencing upon the execution by the Sheriff, through June 30, 2029.							
	 Delegate authority to the Sheriff, or his designee, to execute Agreements, substantially similar to the attached Agreement, requesting such Services, commencing upon execution by the Sheriff or his designee, through June 30 2029. 							
	 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 11.0 (Amendments) of the Agreement. 							
BACKGROUND (include internal/external issues that may exist	This is a renewal of an existing program. It allows the Department to provide a sworn observer for the City's law enforcement helicopter service.							

including any related motions)	
EQUITY INDEX OR LENS WAS UTILIZED	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☑ Yes ☐ No If Yes, please state which one(s) and explain how: 1. Child Protection: Approval of this Agreement will allow contracting cities to utilize air support in the case of missing children. 2. Health Integration: Our aero units are equipped with tracking technology from Project LifeSaver, which helps families locate loved ones living with Alzheimer's, dementia, or autism.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ruben Macias, Sergeant, 213-229-1647, remacias@lasd.org

October 8, 2024

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

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 of Lakewood 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.

The Honorable Board of Supervisors October 8, 2024 Page 2

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 fo the recommended action would enhance the County's Strategic Plan, North Star 2: Foster vibrant and resilient communities, Focus Area Goal C, Public safety; 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 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 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.

The Honorable Board of Supervisors October 8, 2024 Page 3

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		
enter	ed into this		day	of		_, 2024 by a	nd between the	County of	Los		
Ange	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.
- 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
ATTEST: By City Clerk	City of Lakewood Mayor
APPROVED AS TO FORM: Dawyn R. Harrison County Counsel	APPROVED AS TO FORM: CITY ATTORNEY
ByApproval on file Senior Deputy County Counsel	By

ANNUAL RATES

FY 2024-25

CONTRACT CITY

ANNUAL RATES FOR LAW ENFORCEMENT SERVICES

Service Unit	An	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 (Bo	nus 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	



Thaddeus McCormack
CITY OFFICIAL NAME

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

CITY:	Lakewood Skynight	FISCAL YEAR:	2024-2025	EFFECTIVE DATE:	7/1/2024
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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	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 T	otal Liability (12.5%):	\$	22,564.13		Estimated Subtotal:	\$	203,077.13
								Pul	olic Safety Equipmer	nt Cost (See page 3):	\$	
								Estima	ted 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: Report Prepared By:												
Daniel Holguin					E-Signed By Dani	el Holguin	6/28/2024 8:17:0	6 AM	Ruben	E. Macias	6/27	/2024
UNIT COMMANDER NAME	UNIT COMMANDER NAME SIGNATURE				RE	DATE		SEF	RGEANT	DA	ATE	
City Approval By:												

6/27/2024 5:05:12 PM

DATE

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

E-Signed By Thaddeus McCormack

SIGNATURE

Skynight FY 2024-2025 e575 Generated: 8/28/2024 6:01:06 AM

6/28/2024 2:39:14 PM

DATE

Processed at CLEB By:

E-Signed By Ruben Macias

SERGEANT



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT CONTRACT LAW ENFORCEMENT SERVICES

SERVICE LEVEL AUTHORIZATION (SH-AD 575)

DEPLOYMENT OF PERSONNEL

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

CEDVICE LIMIT	TOTAL UNITS	GE	NERAL LA	w	Ti	RAFFIC LA	w	MOTOR SAF	SAD	D.B.		TOTAL UNITS
SERVICE UNIT	PURCHASED	EM	AM	PM	EM	AM	PM	DEP	SAD	U.B.		ASSIGNED
Routine City Helicopter Agreem License Detail - Business & Rend License Detail - Acts on Violatio Other Supplemental Services NOTE: License Detail is billed on	ce is provi	ded			YE YE	SV N	10 10 10					

	Sworn							
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	Total	
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		
	SSO	LET/CSA/CA/PCO	Clerical	Total
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

Skynight FY 2024-2025 e575



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT CONTRACT LAW ENFORCEMENT SERVICES

Attachment A

SERVICE LEVEL AUTHORIZATION (SH-AD 575) PUBLIC SAFETY EQUIPMENT

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

Total Public Safety Equipment Cost: \$

Skynight FY 2024-2025 e575



Fiscal Year: 2024-2025

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.



BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/25/2024				
BOARD MEETING DATE	10/8/2024				
SUPERVISORIAL DISTRICT AFFECTED	☐ All	2 nd 3 rd 4 th 5 th			
DEPARTMENT(S)	Fire				
SUBJECT	Agreement For Exchang Bernardino County Fire	ge Of Fire Protection And Rescue Services With The San Protection District			
PROGRAM	Various				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No				
SOLE SOURCE CONTRACT	☐ Yes ☐ No				
	If Yes, please explain w	hy:			
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☐ No – Not Applicable				
DEADLINES/ TIME CONSTRAINTS					
COST & FUNDING	Total cost: N/A	Funding source: N/A			
	TERMS (if applicable):				
	Explanation:				
PURPOSE OF REQUEST		ended actions will enable the District to continue to provide as training services for the District's pilots, crew chiefs,			
BACKGROUND (include internal/external issues that may exist including any related motions)	This Agreement, informally referred to as a "first-response" form of assistance, will allow the two parties to provide reciprocal assistance based upon station proximity to an emergency incident regardless of jurisdictional boundaries. According to Section 54981 of the Government Code, the District is authorized to enter into agreements with local agencies for fire safety services.				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Approval of the recomm North Star 3.A. Custome service and to enhance residents.	ch one(s) and explain how: lended actions is consistent with the County's Strategic Plan er Service: Support departmental efforts to improve customer efficiency and responsiveness to meet the needs of all			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Marcia Velasquez, Head Marcia.Velasquez@fire.	d of Planning and Executive Support, (213) 466-5596			



ANTHONY C. MARRONE FIRE CHIEF FORESTER & FIRE WARDEN

"Proud Protectors of Life, the Environment, and Property"

October 8, 2024

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401 www.fire.lacounty.gov



BOARD OF SUPERVISORS LINDSEY P. HORVATH, CHAIR THIRD DISTRICT

HILDA L. SOLIS FIRST DISTRICT

FOURTH DISTRICT

HOLLY J. MITCHELL SECOND DISTRICT

KATHRYN BARGER FIFTH DISTRICT

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

Dear Supervisors:

AGREEMENT FOR EXCHANGE OF FIRE PROTECTION AND RESCUE SERVICES WITH THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT (1ST AND 5TH DISTRICT) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval of the enclosed Agreement for Exchange of Fire Protection and Rescue Services-Automatic Aid/Initial Action (Agreement) between the San Bernardino County Fire Protection District (SBCFPD) and the District. The Agreement authorizes the fire chiefs of both agencies to enter into a Memorandum of Understanding (MOU) that details a reciprocal exchange of services at no cost to either agency.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Authorize the Fire Chief, or his designee, to execute the enclosed Agreement between the SBCFPD and the District to allow the two agencies to provide reciprocal assistance based upon station proximity to an emergency incident regardless of jurisdictional boundaries, and to authorize the respective Fire Chiefs to enter into an MOU as a guide for day-to-day operations between the SBCFPD and the District, and to modify the MOU as changes in conditions occur.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

PARAMOUNT

The Honorable Board of Supervisors October 8, 2024 Page 2

- 2. Delegate authority to the Fire Chief, or his designee, to enter into similar agreements and execute future amendments, suspensions, or termination if deemed necessary, including the extensions and contingencies as described in recommendation one above, respectively, in accordance with the approved contract terms and conditions, and with prior review by County Counsel.
- 3. Find that this Agreement is exempt from the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We are requesting approval of an Agreement for Exchange of Fire Protection and Rescue Services-Automatic Aid/Initial Action between the SBCFPD and the District.

This Agreement, informally referred to as a "first-response" form of assistance, will allow the two parties to provide reciprocal assistance based upon station proximity to an emergency incident regardless of jurisdictional boundaries. According to Section 54981 of the Government Code, the District is authorized to enter into agreements with local agencies for fire safety services.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.A. Customer Service: Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

This Agreement will have no fiscal impact to the District and no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement will be effective upon approval by both parties and shall remain in effect until terminated by either party.

County Counsel has approved this Agreement as to form.

<u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

This Agreement will enhance services to both agencies since the closest available resource will respond to an incident regardless of jurisdictional boundaries.

The Honorable Board of Supervisors October 8, 2024 Page 3

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from CEQA according to Section 15061 (b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Attention: Marcia Velasquez, Head of Planning and Executive Support
1320 N. Eastern Avenue
Los Angeles, CA 90063
Marcia.Velasquez@fire.lacounty.gov

The District's contact may be reached at (213) 466-5596.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:kc

Enclosure

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

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AGREEMENT FOR EXCHANGE OF

FIRE PROTECTION AND RESCUE SERVICES **AUTOMATIC AID/INITIAL ACTION**

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the San Bernardino County Fire Protection District, hereinafter referred to as "SBCFPD," and the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District." The SBCFPD and the District are hereinafter referred to collectively or individually as "Parties" or "Party".

WITNESSETH

WHEREAS, the parties to this Agreement provide fire protection, emergency and rescue services within their respective territorial limits; and

WHEREAS, it is the best interest of the citizens of the parties to provide the most expeditious response to suppress fires and render other emergency assistance; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire and rescue services on a day-to-day basis; and

WHEREAS, this Agreement is authorized and provided for by provisions of the Health and Safety and Government Codes of the State of California and acts and statues of the Federal Government, where applicable; and

WHEREAS, this Agreement is authorized by the Board of Supervisors of the County of Los Angeles on September 24, 2024.

NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto agree to as follows:

I.

SBCFPD agrees to provide a designated fire or rescue response, as determined by the parties, upon request by the District, to that area located within the jurisdiction of the District.

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In return for the service to be provided by SBCFPD, the District agrees to provide a designated fire or rescue response, as determined by the parties, upon request by the SBCFPD, to that area located within the jurisdiction of the SBCFPD.

III.

Upon receipt by the District of an alarm within the jurisdiction of the District, the District, as the jurisdictional department, will dispatch its nearest available and appropriate designated fire or rescue response to that alarm and also notify SBCFPD fire dispatcher who will, in turn, dispatch the agreed-upon response in accordance with Paragraph VI. hereinbelow.

IV.

Upon receipt by SBCFPD of an alarm within SBCFPD, SBCFPD, as the jurisdictional department, will dispatch its nearest and appropriate designated fire or rescue response to that alarm and also notify the District fire dispatcher who will, in turn, dispatch the agreed-upon response in accordance with Paragraph VI. hereinbelow.

V.

The parties intend that this Agreement will provide mutual benefits and herein authorize the Fire Chiefs of the parties to revise any designated areas or types of response periodically as may be dictated by changing conditions and the requirements of mutual benefits to all parties. It is agreed that substantial reductions of fire protection and/or emergency medical forces by either agency shall be cause for reconsideration of this Agreement.

VI.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures, methods of requesting aid, and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which will be utilized, shall be developed by the parties. Such details shall be recorded in a Memorandum of Understanding and signed by both Fire Chiefs of the parties.

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VII.

In those instances where the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional department will arrive shortly after the arrival of the aiding department. Therefore, the responsibility for coping with the situation will be immediately assumed by the jurisdictional department upon its arrival at the scene. The aiding department personnel will be under the direction of the officer in charge of the jurisdictional fire department. It is further agreed that the aiding department will be released from the scene as soon as practical by the jurisdictional fire department.

VIII.

It is mutually understood and agreed that this Agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire and/or rescue service within any part of its own jurisdiction and that the aiding party's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources.

IX.

This Agreement shall not be construed as or deemed to be an Agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

X.

No party furnishing aid pursuant to this Agreement shall be entitled to compensation for services rendered to the requesting agency, it being understood that the respective covenants contained in this Agreement shall constitute the sole consideration for such services.

XΙ

Each of the parties hereto is a public entity, as defined by Section 895 of the Government Code. It is mutually understood and agreed that, in accordance with the provisions of Section 850.6 of the Government Code, the party requesting assistance is not required to indemnify the party furnishing assistance as to any liability or damage imposed by

law upon the assisting party by reason of any act or omission of its employees occurring in the performance of the service. The requesting party shall be responsible only for the acts of the employees of the responding party performed at the scene of the emergency and performed at the specific direction of an employee of the requesting party. In the event of a third-party loss caused by the acts or omissions of both parties, the ultimate financial responsibility of each party shall be in accordance with its percentage of fault or as may otherwise be mutually agreed between them.

XII.

This Agreement shall remain operative and effective until participation is terminated by either party. It is further agreed that either party may terminate the Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of termination.

XIII.

It is mutually understood that this Agreement will in no way effect or have any bearing on the existing California Master Mutual Aid Agreement.

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1	IN WITNESS WHEREOF, this Agreeme	ent has been executed by each party on the day				
2	and year written below, and is effective and operative upon the date that it is fully executed by					
3	both parties, whichever date of execution by	either party is later.				
4	CONSOLIDATED FIRE PROTECTION	SAN BERNARDINO COUNTY FIRE				
5	DISTRICT OF LOS ANGELES COUNTY					
6						
7	By Anthony C. Marrone,	By Daniel R. Munsey,				
8	Anthony C. Marrone, Fire Chief	Daniel R. Munsey, Fire Chief/Fire Warden				
9	DATE	DATE				
10						
11		ADDDOVED AS TO FORM				
12	APPROVED AS TO FORM:	APPROVED AS TO FORM:				
13	DAWYN R. HARRISON	SCOTT M. RUNYAN				
14	County Counsel	Principal Assistant County Counsel				
15	Ву	Rv				
16	By Senior Deputy	By SBCFPD Attorney				
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