

CONTRACT
With
City of Santa Ana
For
Helicopter Services

This Contract for Helicopter Services, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County,”) on behalf of Orange County Sheriff’s Department, (“Sheriff”), and the City of Santa Ana, (hereinafter referred to as “City,”) with County and City sometimes individually referred to as “Party”, or collectively referred to as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Exhibits, which is attached hereto and incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Payment Provisions

RECITALS

WHEREAS, County, through its Sheriff, employs, maintains, trains, and equips personnel capable of responding to requests for law enforcement helicopter services from ground-based law enforcement personnel; and

WHEREAS, City is responsible for providing law enforcement services within its jurisdiction, which, include law enforcement helicopter services; and

WHEREAS, County represents that it is qualified and willing to operated said services,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Term of Contract:** This Contract shall commence July 1, 2026 and terminate June 30, 2029 unless earlier terminated by either Party or extended in the manner set forth herein.
- B. **Termination:** County and City may terminate this Contract, without cause, upon thirty (30) days written notice to the other Party.
- C. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.
- D. **Amendments:** Unless expressly provided for in this Contract, no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or Contract not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless authorized in writing.
- E. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- F. **Headings:** Headings used throughout this Contract are for convenience only and shall not affect the meaning or interpretation of any provisions of this Contract.

- G. **Independent Contractor:** County is and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between City and County or any of County's agents or employees. County and its Sheriff shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by County pursuant to this Contract. County, its agents and employees, shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees.
- H. **Indemnification:** City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and agencies with County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of City related to this Contract.
- County agrees to indemnify, defend with counsel approved in writing by City, and hold City and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of County related to this Contract. County Indemnitees shall not be deemed to have assumed any liability for any dangerous or defective condition on any public street, work, or property of the City and for any illegality of City's municipal ordinances.
- If judgement is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- I. **State Audit:** Pursuant to Government Code Section 8546.7, City and County shall be subject to examination and audit by the State Auditor for a period of three years after final payment by City to County under this Contract. City and County shall retain all records relating to the performance of this Contract for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period until final resolution of said audit, claim or litigation.
- J. **Miscellaneous Provisions:**
1. Each Party to this Contract shall immediately notify the other of any litigation or claim that is asserted by or against either party regarding this Contract.
 2. The laws of the State of California shall govern this Contract and all matters relating to it and any action brought relating to this Contract shall be adjudicated in a court of competent jurisdiction in the County of Orange.
 3. The terms of this Contract shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Contract, or any other rule of construction which might otherwise apply.
 4. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.
 5. Except as specifically authorized under this Contract, the services to be provided under this Contract shall not be assigned, transferred, contracted or subcontracted out without the prior written approval of County and City.
6. **Notices:** Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as below. All other notices authorized or required by this Contract shall be effective when written and deposited in the United States mail, first class postage prepaid

and addressed as follows:

CITY: CITY OF SANTA ANA – CLERK OF THE COUNCIL
20 CIVIC CENTER PLAZA (M-30)
SANTA ANA, CA 92702

CITY ATTORNEY’S OFFICE
ATTN: TAMARA BOGOSIAN, ASSISTANT CITY ATT’Y
20 CIVIC CENTER PLAZA (M-29)
SANTA ANA, CA 92702

With Courtesy Copy:
ATTN: CHIEF OF POLICE – City of Santa Ana
60 CIVIC CENTER PLAZA
SANTA ANA, CA 92702

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 N. FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

IN WITNESS WHEREOF, the parties hereto have executed this Contract in the County of Orange, State of California.

City: Santa Ana

By: _____ Title: City Manager

Print Name: _____ Date: _____

Attest: _____

Clerk of the Council

Approved as to Form
Sonia R. Carvalho, City Attorney

By: Tamara Bogosian
Senior Assistant City Attorney

Recommended for Approval: Chief of Police _____
Robert Rodriguez

County:

By: _____ Title: Chair of the Board of Supervisors

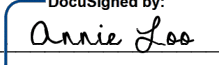
Print Name: _____ Date: _____

Signed and certified that a copy of this Contract has been delivered to the Chair of the Board Per Government Code section 25103; Resolution 79-1535.

Attest: _____

Robin Stieler
Clerk of the Board
County of Orange, California

Approved as to Form
Office of the County Counsel
Orange County, California

By: 
Deputy B7726751D1E947E...

Recommended for Approval: Sheriff-Coroner _____
Don Barnes

SCOPE OF WORK

- A. Purpose:** The purpose of this Contract is to provide law enforcement helicopter services to City's land and residents and for City to pay for the cost of the services provided by County.

Nothing in this Contract shall be interpreted to give City a right to services from County. County expressly retains all rights and powers to direct, manage, maintain, train, employ, equip, operate and control all equipment, facilities, properties and personnel in providing law enforcement helicopter services to City pursuant to this Contract. City acknowledges and agrees that the efficient use of public safety helicopter services requires a timely and prioritized response of a helicopter. City agrees that County will have the sole discretion to determine the priority of calls for service and when an assignment of an air crew to a call will be terminated.

Notwithstanding anything in the Contract to the contrary, the City expressly retains all rights and powers to direct, manage, maintain, train, employ, equip, operate and control all equipment, facilities, properties and personnel in providing ground based public safety services to its land and residents.

- B. County Provided Services:** County will furnish the City with public safety helicopter services as more particularly set forth in Exhibit B. County and helicopter aircrews retain the sole and exclusive discretion as to the specific type, nature, timing and duration of the services performed pursuant to this Contract.

In no event shall Sheriff or the aircrew be responsible for the direction and control of ground-based law enforcement personnel and equipment of City during the course and scope of the services performed pursuant to this Contract.

- C. City Duties:** City shall pay County as determined by County pursuant to Exhibit B. The services performed by the Sheriff helicopter shall commence as of the date and time the helicopter is dispatched to, or arrives over, the airspace of the City, whichever occurs first. These services shall continue until the aircrew notifies the City that the assignment is complete or that the assignment must be terminated due to a higher priority assignment. Services performed by Sheriff helicopter for the City shall be defined as:

1. A direct request for air support services by the City where a Sheriff helicopter arrives over the incident as logged by the aircrew (operationally identified as Helicopter Assigned) or;
2. Any public safety call generated by the City and monitored by a Sheriff aircrew in which they arrive over the incident as logged by the aircrew (operationally identified as Call Monitored and Responded) or;
3. Routine patrol over City's jurisdictional areas and observe an incident (operationally identified as Observation Response); or
4. Dispatched to a special assignment (operationally identified as Detailed Assignment).

The City may authorize its ground based public safety supervision to cancel any response by Sheriff helicopter.

City agrees to comply with the Federal Aviation Regulations (FAR) Part 91 and SHERIFF's Operations Manual Section V 1.18.0 in making calls for services, which establishes priority for calls to Sheriff.

City agrees to install within its communications/dispatch center any radio equipment necessary to communicate directly with Sheriff on the designated "SHERIFF CALL" frequency (800 MHz Talk Group). All costs associated with said installation shall be paid by City.

Exhibit B**Payment Provisions****A. Annual Flight Hours, Cost, and Payment:**

1. Pursuant to Government Code Section 51350, City agrees to pay to County the full costs of performing the services mutually agreed upon in this Contract. The level of service and costs are set forth in Section B, which shall be amended in subsequent years as the Parties deem appropriate.
2. The Santa Ana City Council delegates authority to the City Manager to execute the subsequent amendments in year two (July 1, 2027-June 30, 2028) and year three (July 1, 2028-June 30, 2029) for the contract amount of the first year of this agreement, plus up to ten percent and any future salary and benefit increases. Any increase beyond ten percent for any amendment of this Agreement will require City Council approval.
3. Flight hours that are deemed countywide service will not be counted towards the contracted flight hours per year. The following type calls are deemed countywide service: Vehicle pursuits, bank robberies involving tracking systems, stolen vehicles equipped with tracking systems, riots, felonious suspects within a perimeter, assaults involving a weapon or an officer in need of assistance.
4. City shall not receive a refund if the total flight hours, on an annual basis, are less than the contracted flight hours per year. Upon 30 days written notice to City, County may adjust the hourly rate based on County's annual operating cost and the average time per call. Any services in excess of the contract flight hours per year, on annual basis, shall be billed to City.
5. County will provide the City with a monthly flying hour report detailing assigned call time, patrol time and countywide service time spent over the City's jurisdiction as provided by Sheriff aircrews. The City shall notify the Sheriff's Special Operations Division Commander within ten days of receipt of the monthly flying hour report of any disputed call times. The Special Operations Division Commander and the City Supervisor will review the service provided by Sheriff on a monthly basis to ensure that it coincides with the agreed upon service level. The Special Operations Division Commander will be responsible for resolving disputes and adjusting service levels.
6. County shall invoice City monthly and will require payment by City of one-twelfth (1/12) of the Maximum Obligation of City. If a determination is made that increases due to Employee Bargaining must be paid, County thereafter shall include the pro-rata charges for such increases in its monthly invoices to City for the balance.
7. At the time this Contract is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for County employees. If changes result in the County incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to City hereunder, City shall pay County, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after the starting date of this Contract. City shall pay County in full for such increases on a pro-rata basis over the portion of the Contract term remaining after County notifies City that increases are payable.

If City is required to pay for such increases, County, at the request of City, will thereafter reduce the level of service provided to City to a level that will make the Maximum Obligation of City an amount specified by City. The purpose of such adjustment of service levels will be to give City the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by City. In the event of such reduction in level of service and

adjustment of costs, the parties shall execute an amendment to this Contract. Decisions about how to reduce the level of service provided to City shall be made by Sheriff with the approval of City.

- 8. City shall pay County in accordance with County Board of Supervisors’ approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Contract. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County.
- 9. County shall charge City late payment penalties in accordance with County Billing Policy.

B. Annual Operating Cost

The fees set forth represent the total cost of service provided by the County, through its Sheriff-Coroner (Sheriff), to City for fiscal year 2026-27.

JULY 1, 2026, THROUGH JUNE 30, 2027

\$221,080

HOURLY RATE FOR HOURS IN EXCESS OF ONE HUNDRED (100.00) FLIGHT HOURS FROM JULY 1, 2026 THROUGH JUNE 30, 2027

\$2,210.80

The annual operating cost shall be divided into twelve equal monthly payments of \$18,423.33 (\$221,080 divided by 12 months).

PERIOD COVERED - July 1, 2026 to June 30, 2027 (twelve-month term).

Total Contract Amount For Services	\$221,080.00
Contracted Hourly Rate for Hours In Excess of One Hundred (100.00) Hours Annually	\$ 2,210.80
Annual Flight Hours	100.00
Flight Time Per Day (in minutes)	00:16

Management of flight time provided to the City shall be the responsibility of the Sheriff’s Air Support Bureau Commander. Flight time over the City will be recorded and monitored daily for the purpose of providing service in accordance with the above table.

Due to the inherent unknown nature in the need for airborne law enforcement service, Sheriff will adjust daily service levels to coincide with the above table. In recognition that it will not always be possible to meet this goal (by either exceeding or falling short), Sheriff will compensate for variations to arrive at an appropriate “daily average,” on a monthly basis.