

# CITY'S ORIGINAL

AGREEMENT No.: 21- 191

THIS AGREEMENT is made and entered into this 14th day of July, 2021, by and between the City of Inglewood, a municipal corporation and charter city ("Inglewood") and City of Hawthorne, a municipal corporation ("Public Entity")

WHEREAS, Inglewood is desirous of contracting with Public Entity for the performance of supplemental law enforcement functions related to special events ("Events") taking place in the City of Inglewood; and

WHEREAS, Public Entity is agreeable to rendering such supplemental law enforcement services, as available, on the terms and conditions set forth in this Agreement; and

NOW THEREFORE, pursuant to the authority set forth in Government Code sections 54981 and 55632 and in consideration of mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

## ARTICLE 1 – SCOPE OF SERVICES

1.1 Public Entity agrees, through its Police Department, to provide supplemental law enforcement services to Inglewood for special events as requested by Inglewood during the term of this Agreement. The amount and type of supplemental law enforcement services provided by Public Entity to Inglewood for any specific Event shall be subject to availability as determined by Public Entity in its sole and absolute discretion. Inglewood acknowledges, understands and agrees that Public Entity may decline to provide supplemental law enforcement services for specific Events based on its determinations of availability. Inglewood hereby provides consent, pursuant to Penal Code section 830.1(a)(2), for any Public Entity peace officer providing services hereunder to exercise full peace officer authority within Inglewood's jurisdiction.

1.2 Inglewood shall notify Public Entity in writing of its anticipated supplemental law enforcement needs for a specific Event at least thirty (30) calendar day prior to the date of the Event. Inglewood's request for supplemental law enforcement services shall be on official City letterhead. The request shall contain

1 specific dates of service, hours of operation, number of personnel requested,  
2 classification of personnel requested and duties and responsibilities associated with the  
3 type of service requested. The request shall be submitted to Public Entity's Chief of  
4 Police. The request shall be signed by the Inglewood Chief of Police, or his designee.

5       Thereafter, Public Entity will notify Inglewood indicating the amount and type of  
6 supplemental law enforcement services Public Entity will provide for the Event. Notices  
7 provided by Public Entity indicating the type and amount of supplemental services that  
8 will be provided by Public Entity for a specific event must be signed by the Chief of Police  
9 in order to be valid and binding on Public Entity.

10       1.3 Inglewood hereby grants to Public Entity and its personnel the right to  
11 transmit and broadcast communications to the Inglewood Police Department's units via  
12 the Inglewood Police Department's primary dispatch frequency and/or any other law  
13 enforcement frequency for which Inglewood is licensed by the Federal Communications  
14 Commission.

15       1.4 Under no circumstances shall Public Entity's inability or failure to provide  
16 supplemental law enforcement services because of an emergency, disaster, or other  
17 incident constitute a breach of this Agreement.

18       1.5 Public Entity shall furnish and supply all necessary labor, supervision,  
19 personnel, equipment, communications, fuel, and supplies necessary to provide  
20 supplemental law enforcement services for special events. Notwithstanding the  
21 foregoing, the services performed by Public Entity, the discipline of Public Entity officers,  
22 and other matters incident to the performance of services, including the control of  
23 personnel so employed shall remain with Public Entity and shall be performed pursuant  
24 to Public Entity's Police Department's policies and procedures.

25       1.6 The parties agree that for purposes of providing the supplemental law  
26 enforcement services herein, Inglewood shall be in charge of creating all operational  
27 plan(s) related to said events.

28       1.7 All services shall be performed to the satisfaction of Inglewood.

1 **ARTICLE 2 – PERSONNEL**

2 2.1 The classification, approximate numbers of personnel and number of  
3 hours shall be determined and mutually agreed up by the Parties prior to the provision  
4 of the requested supplemental law enforcement services.

5 2.2 Inglewood shall not be liable or legally responsible for the direct payment  
6 to any of Public Entity personnel for salaries, wages, or other compensation for services  
7 performed pursuant to this Agreement or for any claims made by Public Entity personnel  
8 for personal injuries, including but not limited to Workers' Compensation claims or  
9 benefits, arising in connection with services rendered pursuant to this Agreement. All  
10 Public Entity employees who work in conjunction with Inglewood pursuant to this  
11 Agreement shall remain employees of Public Entity and shall not have any claim or right  
12 to employment, civil service protection, salary, or benefits or claims of any kind from  
13 Inglewood based on this Agreement. No Public Entity employees shall become  
14 employees of Inglewood.

15 **ARTICLE 3 – COMPENSATION**

16 3.1 Inglewood will compensate Public Entity for the services performed per  
17 this Agreement, during the Term of this Agreement, and at the billing rate set forth in  
18 Exhibit "A" to this Agreement, which is attached hereto and incorporated by reference.

19 3.2 The rates in Exhibit "A" are developed by Public Entity. These rates are  
20 designed to reimburse Public Entity costs in the compensation of employees, the  
21 administration of workers' compensation benefits, and Public Entity's overhead  
22 attributable to providing the services identified in this Agreement.

23 3.3 The maximum cost for Public Entity supplemental law enforcement  
24 services shall not exceed \$500,000 during the term of this Agreement.

25 **ARTICLE 4 – INDEMNIFICATION**

26 4.1 Inglewood shall indemnify, defend, and hold harmless Public Entity, its  
27 governing body, elected and appointed officers, employees, and agents from and  
28 against any and all liability, including but not limited to demands, claims, actions, fees,

1 costs, and expenses (including attorney and expert witness fees), arising from or  
2 connected with Inglewood's acts and/or omissions arising from and/or relating to this  
3 Agreement.

4 4.2 Public Entity shall indemnify, defend, and hold harmless Inglewood, its  
5 governing body, elected and appointed officers, employees, and agents from and  
6 against any and all liability, including but not limited to demands, claims, actions, fees,  
7 costs, and expenses (including attorney and expert witness fees), arising from or  
8 connected with the Public Entity's acts and/or omissions arising from and/or relating to  
9 this Agreement.

10 4.3 The Indemnification and Hold Harmless provisions above shall be limited  
11 in duration to the Term of this Agreement. However, each entity's obligation to indemnify,  
12 defend, and hold harmless shall apply to any and all injuries, losses, or damages which  
13 occur or accrue during the date(s) of the Event(s), but which are reported after this  
14 Agreement's ending date.

#### 15 ARTICLE 5 – TERM

16 5.1 This Agreement shall commence upon execution by the parties and shall  
17 remain in effect through September 30, 20 22 unless sooner terminated or extended  
18 in whole or in part as provided for herein.

19 5.2 The term of this Agreement may be extended by the parties for up to two  
20 additional one-year periods, at the parties' mutual agreement.

#### 21 ARTICLE 6 – RIGHT OF TERMINATION

22 6.1 Either party may terminate this Agreement with or without cause by giving  
23 not less than sixty (60) calendar days advance written notice to the other party.

24 6.2 In the event of a termination, each party shall fully discharge all obligations  
25 owed to the other party accruing prior to the date of such termination, and, except as  
26 otherwise provided herein, each party shall be released from all obligations, which would  
27 otherwise accrue subsequent to the date of termination.

28

## ARTICLE 7 – PAYMENT PROCEDURES

7.1 Within forty-five (45) calendar days from each Event, Public Entity will deliver to Inglewood an invoice for the Services and Inglewood will pay any undisputed amount within forty-five (45) calendar days from the date of receipt of Public Entity's invoice. The invoice and payment shall each be delivered pursuant to the Notice requirements in this Agreement.

7.2 For all disputed amounts, Inglewood will provide Public Entity with written notice of the dispute including the invoice date, amount, and reasons for dispute within twenty (20) days after receipt for the invoice. The Parties shall memorialize the resolution of the dispute in writing.

7.3 Where Inglewood has an agreement with a third party for reimbursement for the costs of supplemental law enforcement services for Events covered by this Agreement which Public Entity has provided supplemental law enforcement services, Inglewood's time to pay Public Entity as specified in Section 7.1 shall be extended in cases where a third party has not provided reimbursement to Inglewood in the time proscribed between the agreement between Inglewood and said third party.

7.4 Where Inglewood has an agreement with a third party for reimbursement for the costs of supplemental law enforcement services for Events covered by this Agreement which Public Entity has provided supplemental law enforcement services, and Inglewood not received its reimbursement, Public Entity's remedy to obtain payment for services provided herein shall be against the third party and not Inglewood.

## ARTICLE 8 - AMENDMENTS

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

## ARTICLE 9 – INSURANCE

9.1 Each party agrees to either self-insure in an amount not less than specified below or insure against damages or injuries which may arise from the activities

1 contemplated by this Agreement by purchasing and maintaining for the term of this  
2 Agreement a commercial general liability insurance policy, and automobile policy, both with  
3 a combined single limit of not less than two million dollars (\$2,000,000), which policy shall  
4 include or be endorsed to include the other party as an additional insured. The Parties  
5 agree to provide evidence of such insurance upon request. Each party shall also carry  
6 Worker's Compensation Insurance for its own employees as required by law.

7 9.2 Public Entity agrees to waive, and to obtain endorsements from its workers'  
8 compensation insurer (if any) waving, subrogation rights under its workers' compensation  
9 insurance policy against the City.

#### 10 **ARTICLE 10 – ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

11 10.1 A party shall not assign its rights and/or subcontract, or otherwise delegate,  
12 its duties under this Agreement, either in whole or in part, without the prior written consent  
13 of the other party, and any attempted assignment or delegation without such consent shall  
14 be null and void.

#### 15 **ARTICLE 11 – GOVERNING LAW, JURISDICTION AND VENUE**

16 11.1 This Agreement shall be interpreted, construed and governed according to  
17 the laws of the State of California. In the event of litigation between the parties, venue in  
18 state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,  
19 Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the  
20 event of litigation in the United States District Court, venue shall lie exclusively in the  
21 Central District of California, in Los Angeles.

#### 22 **ARTICLE 12 – NOTICE**

23 12.1 Any notices given pursuant to this Agreement shall be deemed received and  
24 effective on the date personally delivered or, if mailed, five (5) days after deposit of the  
25 same in the custody of the United States Postal Service, when properly addressed, posted  
26 and deposited in the United States mail addressed to the respective Parties as follows:  
27  
28

1 Inglewood:

2 Chief Mark Fronterotta  
3 Inglewood Police Department  
4 City of Inglewood  
5 One Manchester Boulevard  
6 Inglewood, CA 90301

Public Entity:

Chief Mike Ishii  
Hawthorne Police Department  
City of Hawthorne  
12501 S. Hawthorne Boulevard  
Hawthorne, CA 90250

7 With Copies To:

8 Aisha L. Thompson  
9 City Clerk  
10 City of Inglewood  
11 One Manchester Boulevard  
12 Inglewood, CA 90301

13 Kenneth R. Campos  
14 City Attorney  
15 City of Inglewood  
16 One Manchester Boulevard  
17 Inglewood, CA 90301

#### 18 **ARTICLE 13 – VALIDITY**

19 13.1 If any provision of this Agreement or the application thereof to any person  
20 or circumstance is held invalid, the remainder of this Agreement and the application of  
21 such provision to other persons or circumstances shall not be affected thereby.

#### 22 **ARTICLE 14 – WAIVER**

23 14.1 Waiver by any party to this Agreement of any term, condition, or covenant  
24 of this Agreement shall not constitute a waiver of any other term, condition, or covenant.  
25 Waiver by any party of any breach of the provisions of this Agreement shall not constitute  
26 a waiver of any other provision, not a waiver of any subsequent breach or violation of  
27 any provision of this Agreement. Acceptance by City of any work or services by Public  
28 Entity shall not constitute a waiver of any of the provisions of this Agreement.

#### 29 **ARTICLE 15 – ENTIRE AGREEMENT**

30 15.1 This Agreement, and any executed Amendments hereto or thereto,  
31 constitute the complete and exclusive statement of understanding of the parties which  
32 supersedes all previous agreements, written or oral, and all communications between

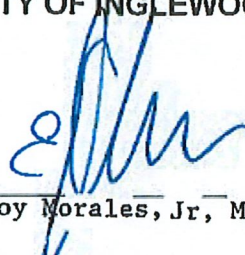


1 the parties relating to the subject matter of this Agreement. No change to this Agreement  
2 shall be valid unless prepared pursuant to Section 8, Amendments, of this Agreement  
3 and signed by both parties.

4 IN WITNESS WHEREOF, the City of Inglewood and Public Entity, have executed  
5 this Agreement as of the date first above written.

6  
7 CITY OF INGLEWOOD

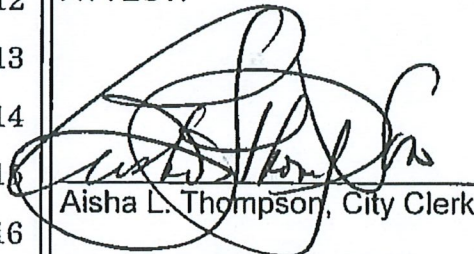
PUBLIC ENTITY

8  
9  
10   
11 Eloy Morales, Jr., Mayor ProTem

10   
11 Alex Vargas, Mayor

12 ATTEST:

APPROVED AS TO FORM:

13  
14  
15   
16 Aisha L. Thompson, City Clerk

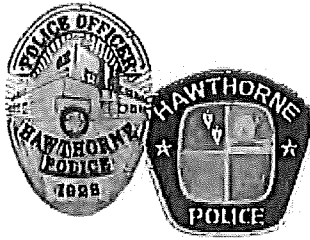
15   
16 Robert Kim, Interim City Attorney

17 APPROVED AS TO FORM:

18  
19  
20   
21 Kenneth R. Campos, City Attorney

21 For Kenneth R. Campos





# POLICE DEPARTMENT

Est. 1922

CITY OF HAWTHORNE

## HOURLY RATES

FY 2020-21

### PUBLIC ENTITY CONTRACT HOURLY RATES FOR LAW ENFORCEMENT SERVICES

Service Unit	Hourly Rate	Liability	Total
Police Officer	\$85.00	0	\$85.00
Police Sergeant	N/A (\$85.00)*	0	N/A (\$85.00)*
Police Lieutenant	N/A (\$85.00)*	0	N/A (\$85.00)*

\*For any reimbursed paid detail staffed by a Hawthorne Police sergeant or lieutenant, in addition to, or in lieu of, a Hawthorne Police officer, the entity invoiced for the services provided will be charged only the established "Police Officer" rate listed above.