

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.

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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

6 With Copies To:
7 Aisha L. Thompson
8 City Clerk
9 City of Inglewood
10 One Manchester Boulevard
11 Inglewood, CA 90301

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

ARTICLE 13 – VALIDITY

15 13.1 If any provision of this Agreement or the application thereof to any person
16 or circumstance is held invalid, the remainder of this Agreement and the application of
17 such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 14 – WAIVER

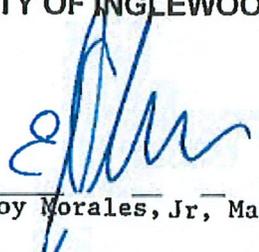
19 14.1 Waiver by any party to this Agreement of any term, condition, or covenant
20 of this Agreement shall not constitute a waiver of any other term, condition, or covenant.
21 Waiver by any party of any breach of the provisions of this Agreement shall not constitute
22 a waiver of any other provision, not a waiver of any subsequent breach or violation of
23 any provision of this Agreement. Acceptance by City of any work or services by Public
24 Entity shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 15 – ENTIRE AGREEMENT

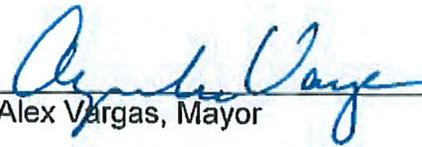
26 15.1 This Agreement, and any executed Amendments hereto or thereto,
27 constitute the complete and exclusive statement of understanding of the parties which
28 supersedes all previous agreements, written or oral, and all communications between

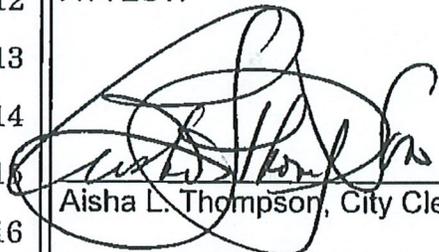
1 the parties relating to the subject matter of this Agreement. No change to this Agreement
2 shall be valid unless prepared pursuant to Section 8, Amendments, of this Agreement
3 and signed by both parties.

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
8
9
10 
11 Eloy Morales, Jr, Mayor ProTem

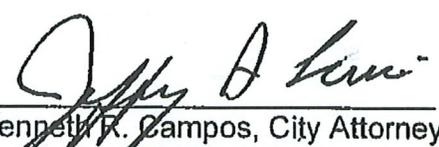
PUBLIC ENTITY

10 
11 Alex Vargas, Mayor

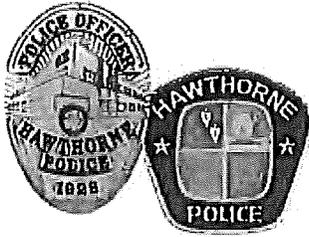
12 ATTEST:
13
14 
15 Aisha L. Thompson, City Clerk

APPROVED AS TO FORM:

14 
15 Robert Kim, Interim City Attorney

17 APPROVED AS TO FORM:
18
19 
20 Kenneth R. Campos, City Attorney
21 For Kenneth R. Campos

28



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.