

AGREEMENT BETWEEN
THE CITY OF HAWTHORNE AND THE CITY OF MANHATTAN BEACH
FOR SUPPLEMENTAL LAW ENFORCEMENT (JAIL) SERVICES

This Agreement (“Agreement”) is made this 1st day of July, 2025, by and between the City of Manhattan Beach (“Manhattan Beach”) and the City of Hawthorne (“Hawthorne”), California, both of which are California municipal corporations and general law cities (hereinafter referred to individually as a “Party” and collectively as the “Parties”).

- A. Pursuant to Government Code Sections 54981 and 54982, the legislative body of any local agency (here, Manhattan Beach) may contract with another local agency (here, Hawthorne) for the performance of municipal services or functions, including law enforcement services.
- B. Manhattan Beach cannot currently meet the burden of jail staffing solely with in-house resources.
- C. Therefore, Manhattan Beach is desirous of contracting with Hawthorne for supplemental jail services described herein; and
- D. Hawthorne is willing and able to render these supplemental jail services to Manhattan Beach pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions set forth below, the Parties agree as follows:

1. Scope of Services:

- 1.1 Hawthorne agrees, through its police department, to allow Manhattan Beach to book and house Manhattan Beach’s in custody arrests at the Hawthorne City Jail, located at 12501 S. Hawthorne Blvd., Hawthorne, CA 90250 (“Hawthorne City Jail”). If Hawthorne requires additional staffing to properly maintain Hawthorne City Jail operations with the additional Manhattan Beach inmates, the classification and approximate number of personnel provided by Hawthorne and the hours and descriptions of duties performed by each Hawthorne employee shall be determined and mutually agreed upon by Manhattan Beach and Hawthorne prior to the continued provision of Jail Services, as defined below.
- 1.2 Hawthorne agrees to accept and provide for the secure custody, care, and safekeeping of Manhattan Beach arrestees in accordance with state and local laws, standards, policies and procedures, and court orders applicable to the operations of the Hawthorne City Jail and shall furnish and supply all necessary

labor, supervision, personnel, equipment, communications, meals for inmates, and supplies necessary to provide the jail services described herein (“Jail Services”). Hawthorne will also provide access to a location for Manhattan Beach detectives to interview any of Manhattan Beach’s arrestees while in custody at the Hawthorne City Jail.

- 1.3 Hawthorne shall designate a representative authorized to act on behalf of Hawthorne and address any concerns of Manhattan Beach with respect to Hawthorne’s Jail Services.
- 1.4 Under no circumstances shall Hawthorne’s inability or failure to provide Jail Services due to acts of God, emergencies, disasters, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, or other major incident that is beyond Hawthorne’s control constitute a breach of this Agreement.
- 1.5 In consideration of the above, Manhattan Beach agrees to do the following:
 - 1.5.1 Make available to Hawthorne any currently existing documents, data, or information required for the performance of the Jail Services.
 - 1.5.2 Designate a representative authorized to act on behalf of Manhattan Beach with respect to Hawthorne’s Jail Services.
 - 1.5.3 Promptly examine and render findings on all documents submitted by Hawthorne for staff review by Manhattan Beach.
 - 1.5.4 Manhattan Beach will drop off its inmates Friday morning at approximately 0500 hours, and pick them up on the following Monday morning at 0500 hours. Arrests made during this period will be booked at the Hawthorne City Jail. Manhattan Beach will be responsible for providing transport to any other jail facility or courthouse for any Manhattan Beach arrestee housed in the Hawthorne City Jail.
 - 1.5.5 Manhattan Beach will utilize its own medical services contract for medical clearances for inmates who are, or will be, housed at the Hawthorne City Jail. If Hawthorne City Jail personnel determine that non-emergency medical services are needed for a Manhattan Beach inmate, Hawthorne will immediately notify Manhattan Beach staff of the need for non-emergency medical services. In the event that a Manhattan Beach inmate requires emergency medical services requiring immediate transport, Hawthorne City Jail personnel will take the necessary steps to assure that emergency medical treatment and secure transport is provided. Manhattan Beach police officers

will immediately respond to the medical facility where the Manhattan Beach inmate is transported to provide police services while the inmate is hospitalized. Manhattan Beach will be responsible for the cost of medical treatment of Manhattan Beach inmates.

- 1.5.6 Manhattan Beach patrol officers will respond to the Hawthorne City Jail for any transportation needs of Manhattan Beach inmates (such as non-emergency medical needs, IRC, CRDF, Eastlake, etc.).
 - 1.5.7 Hawthorne will house personal property belonging to Manhattan Beach arrestees/inmates. Manhattan Beach will take and house all bulk property belonging to Manhattan Beach arrestees/inmates at the Manhattan Beach police station. If contraband is found during the prisoner search of a Manhattan Beach arrestee/inmate, it is Manhattan Beach's responsibility to retrieve and preserve those contraband item(s) found.
 - 1.5.8 Manhattan Beach will handle all arrangements for bail bonds of Manhattan Beach arrestees and other requests related to Manhattan Beach arrestees at the Manhattan Beach police station.
 - 1.5.9 Manhattan Beach will handle all records management related to Manhattan Beach's inmates/arrestees.
 - 1.5.10 Hawthorne will have no responsibility for verifying whether Manhattan Beach had sufficient cause to arrest the arrestee, and Manhattan Beach will be solely responsible for making such determination.
 - 1.5.11 Manhattan Beach will be responsible to complete all Probable Cause Declarations (PCDs) and other reports at the Manhattan Beach police station.
 - 1.5.12 Manhattan Beach will immediately notify a Hawthorne Watch Commander should a PCD be rejected, or for any other reason that requires an inmate to be released.
 - 1.5.13 Manhattan Beach will complete a Hawthorne pre-booking form as well as a medical screening form for all arrests brought to the Hawthorne City Jail.
2. Cost Reimbursement: Manhattan Beach will compensate Hawthorne for the Jail Services performed in an amount no less than \$900 per month, regardless of total bookings, which covers up to 3 bookings per calendar month. For each additional Manhattan Beach arrestee in excess of the 3 monthly bookings, Manhattan Beach will compensate Hawthorne at a per booking rate of \$300 per arrestee. Requests by Manhattan Beach for Hawthorne to provide jail housing services (excluding booking services) will be considered "mutual aid," not subject

to invoicing. Hawthorne will provide a monthly list of Manhattan Beach arrestees booked under the Agreement to Manhattan Beach, depicting the arrestee name, date and time booked, and Manhattan Beach DR number for reference. Hawthorne will invoice Manhattan Beach for the services within thirty (30) days following completion of each month. Manhattan Beach will pay any undisputed amount within thirty (30) days of receipt of the invoice. The invoice and payment shall each be delivered pursuant to the Notice requirements in Section 8.

3. Term of Agreement: This Agreement is effective July 1, 2025, and terminates June 30, 2030. Either party may terminate this Agreement at any time. Any Jail Services provided prior the date of termination will be pro-rated appropriately. Manhattan Beach will remain liable as described herein for Jail Services provided up to the date of the termination, and until the final disposition of all Manhattan Beach arrestees/inmates housed in the Hawthorne jail.
4. Status of the Parties: Hawthorne is acting as an independent contractor in providing Jail Services under this Agreement. Each Hawthorne employee involved in providing Jail Services shall remain in the fulltime employ of Hawthorne, and Manhattan Beach shall have no liability to Hawthorne for any compensation or benefits of any such Hawthorne employee, including but not limited to workers' compensation coverage., Hawthorne is responsible for the Jail Services performed under this Agreement, the discipline of Hawthorne employees, and other matters incident to Hawthorne's performance of Jail Services, including the discipline and control of its employees. These responsibilities shall be performed pursuant to the Hawthorne police department's policies and procedures.
5. Authority of Manhattan Beach and Hawthorne Officers and Employees: For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status and authority to the performance thereof, and not to establish an agency or employment relationship, Manhattan Beach employees have the authority to transport and submit for housing at the Hawthorne City Jail, Manhattan Beach's arrestees. Hawthorne employees have the same authority over Manhattan Beach's arrestees/inmates as they do over Hawthorne's arrestees/inmates, so long as the authority/service is within the scope of this Agreement.
6. Modification: This Agreement may be modified only by a written agreement executed by both of the Parties.
7. Assignment: The Parties understand that their unique status as public entities is the sole inducement for each to enter into this Agreement. For this reason, the Parties agree that they will not assign or transfer any portion of or interest in this Agreement. Any attempt to assign or transfer any portion of this Agreement will be void.

8. Notices: All notices required by this Agreement must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

CITY OF MANHATTAN BEACH
Rachel Johnson, Chief of Police
420 15th Street
Manhattan Beach, CA 90266
Rjohnson@manhattanbeach.gov

CITY OF HAWTHORNE
Gary Tomatani, Chief of Police
12501 S. Hawthorne Blvd.
Hawthorne, CA 90250
Gtomatani@cityofhawthorne.org

9. California Law: This Agreement shall be construed in accordance with the laws of the State of California.

10. Insurance: Hawthorne maintains sufficient liability coverage against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Jail Services by Hawthorne or Hawthorne's agents, representatives, and employees for the duration of this Agreement. Hawthorne shall furnish Manhattan Beach with original certificates or a letter of self-insurance to satisfy the insurance coverage required herein. Hawthorne must obtain insurance that, at a minimum, meets the requirements for insurance as set forth below:

10.1 The City of Hawthorne is a self-insured public entity with a self-insured retention limit of \$500,000.00. An excess liability policy is provided through the Independent Cities Risk Management Authority, 18201 Von Karman, Suite 200, Irvine, CA 92612, (949) 349-9882, in the amount of \$3,000,000.00.

10.2 Workers Compensation Insurance. Hawthorne shall maintain workers compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

11. Indemnification:

11.1 In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement, each of the Parties to this Agreement, to the maximum extent permissible by law, will assume the full liability imposed upon it or any of its officers, agents or employees for injury caused by any act or omission occurring in each Party's performance of the Agreement to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve such purpose, and pursuant to Government Code Section 895.4, each of the Parties indemnifies and holds harmless the other party for any liability, cost or expense, as described below.

11.2 Manhattan Beach shall indemnify and hold harmless Hawthorne and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of Manhattan Beach, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such claim, action, loss or damage is brought against Hawthorne, Manhattan Beach shall defend the same at its sole cost and expense; provided, that Hawthorne reserves the right to participate in such suit if any principle of government law is at issue. If final judgment in such suit be rendered jointly against Hawthorne and Manhattan Beach and their respective officers, agents and employees, or any of them, and Manhattan Beach is held solely liable, Manhattan Beach shall satisfy the same. If both Hawthorne and f Manhattan Beach are held liable for each party's respective act or omission, each agrees to pay its pro rata share based on its percentage of fault in satisfaction of the judgment.

In executing this Agreement, Manhattan Beach does not assume liability or responsibility for or in any way release Hawthorne from any liability or responsibility which arises in whole or in part from the existence or effect of Hawthorne policies, procedures, rules, or regulations. Hawthorne shall defend any cause, claim, suit, action, or administrative proceeding that is commenced in which the enforceability and/or validity of any such Hawthorne policy, procedure, rule, or regulation is principally at issue, at its sole expense. Hawthorne will satisfy any I judgment that is entered or damages that are awarded against it, Manhattan Beach or both, including all chargeable costs and attorney's fees.

11.3 Hawthorne shall indemnify and hold harmless Manhattan Beach and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of Hawthorne, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against Manhattan Beach, Hawthorne shall defend the same at its sole costs and expense; provided that Manhattan Beach retains the right to participate in said suit if any principle of government law is at issue. If final judgment in such suit be rendered jointly against Manhattan Beach and Hawthorne and their respective officers, agents and employees, or any of them, and Hawthorne is held solely liable, Hawthorne shall satisfy the same. If both Hawthorne and Manhattan Beach are held liable, each agrees to pay its pro rata share based on its percentage of fault, in satisfaction of the judgment.

In executing this Agreement, Hawthorne does not assume liability or responsibility for or in any way release Manhattan Beach from any liability or

responsibility which arises in whole or in part from the existence or effect of Manhattan Beach policies, procedures, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Manhattan Beach policy, procedure, rule or regulation is principally at issue, Manhattan Beach shall defend the same at its sole expense and if judgment is entered or damages are awarded against Manhattan Beach, Hawthorne or both, Manhattan Beach shall satisfy the same, including all chargeable costs and attorney's fees.

12. POST / STC Certified Personnel: If Hawthorne provides peace officer/jail personnel for Jail Services pursuant to this Agreement then said peace officer/jail personnel shall meet the current minimum selection and training standards for California law enforcement developed by the California Commission on Peace Officer Standards and Training (POST) or STC.
13. Preservation of Agreement: Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
14. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each Party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, are not valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by both of the Parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.
15. Waiver: A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
16. Discrimination: Hawthorne may not discriminate in the provision of services hereunder because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or other basis prohibited by law. Hawthorne shall have responsibility for compliance with this Section.
17. Nuisance: Hawthorne may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
18. Dispute Resolution: The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Party written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably

deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any Party may initiate a nonbinding mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both Parties and shall conclude within sixty (60) days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee, if any. Each Party shall bear its own legal fees and expenses. If, after good faith efforts to mediate a dispute the Parties cannot agree to a resolution of the dispute, any Party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Los Angeles County.

19. Survival of Provisions and Obligations: Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.
20. Third Party Beneficiaries: This Agreement shall not be construed as an attempt to create a third party beneficiary contract. This Agreement is for the sole benefit of its Parties; no other person or entity shall benefit from its terms.
21. Counterparts: This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the day and year first shown above.

CITY OF MANHATTAN BEACH

CITY OF HAWTHORNE

Talyn Mirzakhanian
City Manager

Vontray Norris
City Manager

ATTEST:

ATTEST:

Liza Tamura
City Clerk

Dana Williams- Hunter
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Quinn Barrow
City Attorney

Robert Kim
City Attorney

Rachel Johnson
Chief of Police

Gary Tomatani
Chief of Police

Libby Bretthauer
Finance Director