

**MEMORANDUM OF AGREEMENT
BETWEEN THE
HAWTHORNE POLICE DEPARTMENT
AND
THE HERMOSA BEACH POLICE DEPARTMENT
FOR
INTEGRATION OF HERMOSA BEACH POLICE DEPARTMENT
WITH THE HAWTHORNE POLICE DEPARTMENTS
SPECIAL WEAPONS AND TACTICS TEAM (S.W.A.T.)**

This Memorandum of Agreement (MOA) is entered into by the Hawthorne Police Department and the Hermosa Beach Police Department for the purpose of developing a co-response model under the Hawthorne Police Departments Special Weapon and Tactics team (S.W.A.T.)

I. TERM AND TERMINATION OF AGREEMENT

This MOA is effective on the first day of September 2025, and shall terminate upon the mutual agreement between the Hawthorne Police Department and Hermosa Beach Police Department. Either party may terminate this Agreement upon 60 days advanced written notice to the other party.

II. PURPOSE OF THIS AGREEMENT

This MOA establishes the Hawthorne Police Department and the Hermosa Beach Police Department responsibilities to ensure the functionality of the Hawthorne Police Departments Special Weapon and Tactics team (S.W.A.T.) in the City of Hawthorne along with the City of Hermosa Beach. This MOA establishes transportation, equipment, logistical and supply obligations, as well as operational protocols.

III. MISSION OF THE OPERATION

The purpose of the Hawthorne Police Special Weapons and Tactics team is to aid patrol officers working for the Hawthorne Police Department and Hermosa Beach Police Department to handle calls for service involving persons who have taken hostages, barricaded themselves, exhibited suicidal tendencies, armed themselves, or are suspected of being armed and pose a danger to themselves or others. Additionally, the Hawthorne Police Departments Special Weapons and Tactics team would assist the Hawthorne Police Department and Hermosa Beach Police Department with search warrants, arrest warrants, dignitary protection and situations where specialized training is needed.

IV. MANAGEMENT OF OPERATION

Under the direction of the Hawthorne Police Chief, with input from the Hermosa Beach Police Chief, through the Hawthorne Operations/Administrative Captain(s), the Hawthorne Police Departments Special Weapon and Tactics team (S.W.A.T.) shall be managed by a Hawthorne Police Lieutenant (Team Commander), that is designated by the Hawthorne Police Chief of Police. The selection of any Hermosa Beach Police Officers to the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) will be consistent with the Hawthorne Police Department policies and procedures. At the discretion of the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) Commander, a Hermosa Beach supervisor may participate in the oral interviews for a Hermosa Beach Officer(s) to be considered for the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.). The Hermosa Beach officers must meet all of the training and performance standards of the Hawthorne Police Department. The Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) Commander will have the authority to remove any Hermosa Beach officer from the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) for failure to maintain the minimum training and performance standards. Any personnel issues with Hermosa Beach officers that may arise while working for the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) will be handled by the Hermosa Beach Police Department.

V. CONDITIONS AND PROCEDURES

A. DEPLOYMENT OF PERSONNEL

The Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) is comprised of two specialized teams: Crisis Negotiation Team (CNT) and the Special Weapons and Tactics Team (SWAT). Generally, CNT and SWAT will be activated together. To activate the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.), a formal request will be made to the Hawthorne SWAT Commander from any Hawthorne Police Department supervisor or Hermosa Beach Police Department supervisor.

Activation of any portion of the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) will require a response by all available Hawthorne Police Department personnel and Hermosa Beach Police Department personnel, who are designated to the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.). Off duty officers will try to respond to any activations and will be compensated by their own perspective agencies on an overtime basis. On duty officers will respond to any activations as soon as they can be relieved of their regular duties.

The Hermosa Beach Police Department will provide Hermosa Beach Police Department Officer(s) who are successful assigned to S.W.A.T. to Hawthorne or neighboring cities when responding to any S.W.A.T. activation at no cost to Hawthorne. The Hawthorne Police Department will provide S.W.A.T. services to any request of the Hermosa Beach Police Department, which are approved by the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) Commander, at no cost to Hermosa Beach.

During any S.W.A.T. activation, Hermosa Beach Police Officers will follow the directions of the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) supervisor(s). The Hermosa Beach Police Department Policies and Procedures will remain in effect for all Hermosa Beach personnel. If any conflicts arise, Hermosa Beach personnel will discuss it with the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) Commander and Team Leader (Hawthorne Sergeant).

B. OFFICE SPACE, TRANSPORTATION, EQUIPMENT AND SUPPLIES

The Hawthorne Police Department will assist with transportation and logistical support to ensure the functionality of the Hermosa Beach Police Officers assigned to the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.). The Hermosa Beach Police Department will provide equipment, radios, supplies, ammunition, weapons and uniforms to all Hermosa Beach Police officers who are successfully chosen and assigned to the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.).

C. ACCESS TO POLICE FACILITIES

Since the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) is based at the Hawthorne Police Department, all Hermosa Beach Police Officer(s) assigned to the S.W.A.T. shall have access to the Hawthorne Police Department, designated areas that contain operational equipment, S.W.A.T. related equipment and vehicles. Additionally, all Hermosa Beach Police Officer(s) assigned to the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) will be authorized to use, deploy, and operate all S.W.A.T. related equipment and S.W.A.T. designated vehicles, upon successful completion of formal and unformal training.

D. UNUSUAL OCCURRENCES AND TACTICAL MOBILIZATIONS

For any S.W.A.T. activation, the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) Commander and Team Leader shall contact the assigned Hermosa Beach officers on the team directly. Hermosa Beach officers shall contact their direct supervisor to advise them of the S.W.A.T. activation in a timely manner to address any schedule conflicts. For any S.W.A.T. related trainings, Hermosa Beach officers shall coordinate their schedule with the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) supervisors and their direct supervisor(s) to make any necessary adjustments. Hermosa Beach officers assigned to the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) shall not attend any S.W.A.T. training or activations without the approval of a Hermosa Beach Police Department supervisor.

E. TRAINING

The Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) will be responsible for the training of the involved Hermosa Beach PD Officers. The S.W.A.T. training will include the coordination of the training schedule, frequency, minimum

standards and documentation. The Hawthorne Police Department will provide or arrange all S.W.A.T. instructors. Hermosa Beach officers assigned to the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) shall attend all scheduled training as directed by the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) supervisors. If a Hermosa Beach officer cannot attend a training session, they will notify on of the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) supervisor(s) in advance. Hermosa Beach officer assigned to the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) will be compensated for all training by the Hermosa Beach Police Department. The Hermosa Beach Police Department shall have access to all training documentation of Hermosa Beach officers assigned to the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.)

Additionally, all Hermosa Beach Police Officer(s) assigned to the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) will be authorized to use, deploy, and operate all S.W.A.T. related equipment and designated S.W.A.T. vehicles, upon successful completion of formal and informal training.

F. MUTUAL INDEMNITY

It Is the intent of the Hawthorne Police Department and the Hermosa Beach Police Department that each party shall bear the burden of liability for the negligent or wrongful acts or omissions of that party's personnel acting pursuant to this agreement. The Hawthorne Police Department and the Hermosa Beach Police Department agree that each party shall be liable for any damages including, but not limited to, claims, fees, and costs resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this agreement, and each party shall indemnify, defend and hold harmless the other party from such claims, demands, damages, losses, liabilities, costs and expenses including reasonable attorneys' fees, resulting from that party's negligent or wrongful acts or omissions. Both parties shall reasonably cooperate with the others in the defense of any claim or action to which this section is applicable, and each party shall promptly notify the other party of any claim or legal action arising hereunder.

G. WORKERS COMPENSATION AND OTHER AGENCY BENEFITS

Each party shall be responsible to maintain the workers compensation coverage as required by law and other benefits for its own employees participating in this agreement and each party shall indemnify and hold the other party harmless for any claims for such coverage or benefits as well as for other city benefits, which may be claimed by an employee by virtue of participating in this agreement. To the maximum extent permitted by law, and consistent with their intent to cooperate with one another without forming a separate legal entity, the parties agree that the other parties shall not be considered "third parties" for purposes of imposing worker's compensation liability on any other party except for the entity employing an employee who may be injured during any joint action of the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.)

trained or designated employees. In addition, each party will be solely responsible for, and will defend and indemnify all other parties hereto against any claims for wages, overtime, or any other form of compensation which may be sought by that party's employees in performing this agreement.

H. PROGRAM AUDIT

This MOA and each party's compliance with its obligations may be subject to review by the Hawthorne Police Department and the Hermosa Beach Police Department. Such reviews may occur as each department deems appropriate to assess compliance with the terms of this MOA. The Hawthorne Police Department agrees to maintain all records relating to Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) operations and training records, consistent with procedures governing records retention.

I. AMENDMENTS

This MOA may be amended upon written approval of both parties.

J. NO PRIVATE RIGHT CREATED

This is an internal Government MOA between the Hawthorne Police Department and the Hermosa Beach Police Department and is not intended to confer any right or benefit to a private person or party.

K. STATUS OF THE PARTIES

The parties are acting as independent contractors wherein each is providing a service in the nature of mutual assistance to the other. Each member of the Hawthorne Police Department's Special Weapons and Tactics team (S.W.A.T.) shall remain in the fulltime employ of his or her respective employer, and the other city shall have no liability for payment to him or her of any compensation or benefits, including but not limited to workers' compensation coverage, in connection with the performance of duties for the other city.

L. NOTICES

All notices required by this MOA must be in writing and given to the Parties at the following addresses:

CITY OF HERMOSA BEACH:
City Manager
1315 Valley Drive
Hermosa Beach, CA 90254

CITY OF HAWTHORNE:
City Manager
4455 W. 126th Street
Hawthorne, CA 90250

M. CALIFORNIA LAW

This MOA shall be construed in accordance with the laws of the State of California.

N. DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOA 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 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.

O. ENTIRE AGREEMENT

This MOA 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 MOA acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this MOA, not contained in this MOA, are not valid and binding. Any modification of this MOA will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this MOA is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

Vontray Norris
City Manager

City of Hawthorne, California

Date: _____



Steve Napolitano
Interim City Manager

City of Hermosa Beach, California

Date: August 27, 2025