

**AGREEMENT BETWEEN
THE CITY OF HAWTHORNE AND THE CITY OF GARDENA
FOR SUPPLEMENTAL LAW ENFORCEMENT (MEDICAL DIRECTOR) SERVICES**

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

RECITALS

- A. Pursuant to Government Code sections 54981 and 54982, the legislative body of any local agency (here, Gardena) may contract with another local agency (here, Hawthorne) for the performance of municipal services or functions, including law enforcement services.
- B. Gardena police officers provide limited medical services under California Code of Regulations, Title 22, Division 9, Chapter 1.5.
- C. The medical services provided under the said California Code of Regulations, Title 22, Division 9, Chapter 1.5 require training and education as well as a quality improvement and reporting program.
- D. Therefore, Gardena is desirous of contracting with Hawthorne for supplemental medical oversight, training, and education in order to comply with California Code of Regulations, Title 22, Division 9, Chapter 1.5.
- E. Hawthorne is willing and able to render these supplemental medical oversight, training, and education services to Gardena 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 provide Gardena the services listed in Exhibit A, “Scope of Services”, herein attached and incorporated to this Agreement.
 - 1.2. Hawthorne shall provide and supply a licensed physician to provide the medical oversight and any services requiring a licensed physician. The licensed physician will herein be referred to as the “Medical Director”.
 - 1.3. The services performed by Hawthorne, the discipline of Hawthorne employees, and other matters incident to Hawthorne’s performance of supplemental services,

including the control of its employees, shall remain with Hawthorne and shall be performed pursuant to Hawthorne's Police Department's policies and procedures. Gardena agrees to cooperate in any investigation initiated by Hawthorne related to the services performed by Hawthorne under this Agreement, the discipline of Hawthorne employees, or other matters incident to Hawthorne's performance of supplemental services under this Agreement.

1.4. Under no circumstances shall Hawthorne's inability or failure to provide the above services because of a "Force Majeure Event" constitute a breach of this Agreement. A "Force Majeure Event" includes, but is not limited to, any fire, flood, act of God (earthquake, tsunami, volcanic eruption, hurricane, tornado, lightning, etc.), governmental action, or acts or threats of the following: terrorism, epidemic, pandemic, viral outbreak, war, revolution, natural disaster, riot, strike, lockdown, or any event beyond Hawthorne's reasonable control, or that makes performance inadvisable, impracticable, illegal or impossible in Hawthorne's determination.

1.5. In consideration of the above, Gardena 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 services listed in Exhibit A, "Scope of Services.

1.5.2. Designate a representative authorized to act on behalf of Gardena with respect to Hawthorne's medical oversight.

1.5.3. Promptly examine and render findings on all documents submitted by Hawthorne for staff review by Gardena.

1.5.4. Gardena will provide an adequate classroom sufficient to provide quality instruction.

1.5.5. Gardena will have the option of storing the educational documents and any QI/QA files at a designated locked storage location of their choice.

1.5.6. Gardena has the option of designating a representative to work in a collaborative role with the Hawthorne Medical Director in order to gain experience and knowledge in emergency medical services / tactical medicine.

2. Cost Reimbursement. Gardena will compensate Hawthorne for the services performed in an amount not to exceed \$25,000 a year. Hawthorne shall deliver to Gardena a written estimate of costs for providing services. Hawthorne will invoice Gardena for the services within thirty (30) days following completion of each month when services were provided or performed. Gardena 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 upon execution by both Parties and shall remain in effect for one year.

4. Status of the Parties. Hawthorne is acting as an independent contractor and its employees, subcontractors, and agents are not employees, officers, agents, or partners of Gardena by virtue of this Agreement or by providing the services under this Agreement. Each Hawthorne employee shall remain in the employ of and under the control of Hawthorne, and Gardena shall have no liability to Hawthorne for any compensation or benefits of any Hawthorne employee, including but not limited to workers' compensation coverage, in connection with the performance of duties or services for Gardena.

Hawthorne and its employees, subcontractors, and agents shall perform the services and obligations under this Agreement according to Hawthorne's own means and methods of work which shall be in the exclusive charge and under the control of Hawthorne, and which shall not be subject to control or supervision by Gardena except as to the results of the work.

5. Official Status of 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, medically trained Hawthorne employees have the authority to assist and provide the services listed in the contract.

6. Modification. This Agreement may be modified or amended 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 GARDENA:
City Manager
1700 W. 162nd St
Gardena, CA
Email: cosorio@cityofgardena.org

CITY OF HAWTHORNE:
City Manager
4455 W. 126th Street
Hawthorne, CA 90250
Email: vnorris@hawthorneca.gov

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 services by Hawthorne or Hawthorne's agents, representatives, and employees for the duration of this Agreement. Hawthorne shall furnish Gardena 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 (SIR) of \$2,000,000.00. An excess liability policy is provided through the PRISM, 75 Iron Point Circle, Suite 200 Folsom, CA 95630, (916) 850-7300, in the amount of \$35,000,000.00 above the City's SIR.

10.2 Workers Compensation Insurance. Hawthorne shall maintain workers compensation insurance as required by the State of California, 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 this 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 The City of Gardena shall indemnify and hold harmless the City of 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 the City of Gardena, 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 the City of Hawthorne, the City of Gardena shall defend the same at its sole cost and expense; provided, that the City of 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 the City of Hawthorne and the City of Gardena and their respective officers, agents and employees, or any of them, and the City of Gardena is held solely liable, the City of Gardena shall satisfy the same. If both the City of Hawthorne and the City of Gardena 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, the City of Gardena does not assume liability or responsibility for or in any way release the City of Hawthorne from any liability or responsibility which arises in whole or in part from the existence or effect of City of Hawthorne 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 City of Hawthorne policy, procedure, rule or regulation is principally at issue, the City of Hawthorne shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City of Hawthorne, the City of Gardena or both, the City of Hawthorne shall satisfy the same, including all chargeable costs and attorney's fees.

- 11.2 The City of Hawthorne shall indemnify and hold harmless the City of Gardena 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 the City 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 the City of Gardena, the City of Hawthorne shall defend the same at sole costs and expense; provided that the City of Gardena 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 the City of Gardena and the City of Hawthorne and their respective officers, agents and employees, or any of them, and the City of Hawthorne is held solely liable, the City of Hawthorne shall satisfy the same. If both the City of Hawthorne and the City of Gardena 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, the City of Hawthorne does not assume liability or responsibility for or in any way release the City of Gardena from any liability or responsibility which arises in whole or in part from the existence or effect of City of Gardena 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 City of Gardena policy, procedure, rule or regulation is principally at issue, the City of Gardena shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City of Gardena, the City of Hawthorne or both, the City of Gardena shall satisfy the same, including all chargeable costs and attorney's fees.

12. Preservation of Agreement. In the event that any one or more provisions of this Agreement shall be declared to be illegal, invalid, unenforceable, and/or void by a court of competent jurisdiction, such provision or portion of this Agreement shall be deemed to be severed and deleted from this Agreement but this Agreement shall in all other respects remain unmodified and continue in force and effect.

13. Termination of Agreement. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party pursuant to the Notice requirements in Section 8. In the event of termination, the City of Hawthorne shall be paid for any work performed on and prior to the date of termination.

14. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties hereto regarding the subject matter of this 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, national origin, ancestry, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, marital status, medical condition, disability, genetic information, military and veteran status, or any other basis protected by law.

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 or their designee(s). The authorized representatives for each Party are:

CITY OF GARDENA:
City Manager
1700 W 162nd St
Gardena, CA 90247
Email: cosorio@cityofgardena.org

CITY OF HAWTHORNE:
City Manager
4455 W. 126th St
Hawthorne CA 90250
Email: vnorris@hawthorneca.gov

The disputing Party shall give the other Party's authorized representative written notice of any dispute. Within twenty (20) days after delivery of such notice, unless the Parties' authorized representatives agree to an extension of time to meet beyond such deadline, 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 deemed an original, but all of which together will constitute one and the same instrument executed on the same date. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

22. Recitals. The Parties agree the Recitals are true, and are incorporated in this Agreement by this reference as though fully set forth.

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

CITY OF GARDENA

CITY OF HAWTHORNE

Clint Osorio
City Manager

Von Norris
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Robert Kim, City Attorney

By: _____
Carmen Vasquez, City Attorney

By: _____

EXHIBIT A SCOPE OF SERVICES

The City of Hawthorne, through its Police Department and its Medical Director, agrees to provide the City of Gardena with the following services:

1. Act as liaison to the county and state Law Enforcement and EMS agencies, advocating for the City of Gardena Police Department while keeping it current with policy change related to medical services and training.
2. Serve as the Drug Authorizing Physician for the City of Gardena Police Department, utilizing the Medical Director's medical license and DEA number to purchase drugs, medical devices, and controlled substances as necessary.
3. Provide medical consultation and guidance if requested by the City of Gardena Police Department.
4. Assist the City of Gardena Police Department in maintaining written policies for CPR, First Aid, AED, Narcan, and other medical programs as applicable.
5. Routinely meet with the EMS and medical community to ensure that the practices of the City of Gardena Police Department and its personnel are satisfactorily meeting their needs relative to the administration of medical treatment and to foster mutual cooperation.
6. Develop and maintain standard policies and procedures to provide optimal first responder medical care to the local community.
7. Work with the City of Gardena training bureau to provide training and continuing education, including annual CPR training.
8. Oversight of quality assurance and quality improvement programs.
9. File and maintain necessary authorizations with the Los Angeles County EMS agency for Narcan, AED, Nasopharyngeal Airway optional skill programs if desired by the City of Gardena Police Department.

The specific role and responsibilities of the Medical Director from the City of Hawthorne include the following:

1. Medical Direction and Supervision of Patient Care, including:

- A. Advises the City of Gardena Police Department in planning and evaluating the delivery of medical care by police officers.
- B. Reviews and approves the medical content of first responder training performed by the City of Gardena Police Department and ensures compliance with continuing education requirements of the State and local EMS agency.
- C. Reviews and approves the medical components of the City of Gardena Police Department's dispatch system.
- D. Assists in the development of procedures to optimize medical care.
- E. Reviews and recommends to the City of Gardena Chief of Police any new medical devices or procedures under consideration and ensures compliance with State and local regulation.
- F. Evaluates compliance with the legal documentation requirements for medical treatment delivered by police officers.
- G. Participates in direct observation of field responses as needed.
- H. Participates as needed with appropriate law enforcement and EMS committees and the local medical community.
- I. Ensures the City of Gardena Police Department's compliance with medical equipment maintenance requirements.

2. Auditing and Evaluation of Patient Care, including:

- A. Assists the City of Gardena Police Department in the development and implementation of a continuous quality improvement program to ensure the provision of quality medical care. Provides recommendations for training and operational changes based on quality improvement results.
- B. Evaluates the adherence of the City of Gardena Police Department personnel to medical policies, procedures and protocols of the Los Angeles County EMS Agency as well as POST regulations.
- C. Coordinates delivery and evaluation of patient care with local receiving fire departments and hospitals.

3. Investigation of Medical Care Issues, including:

A. Reviews incidents where medical treatment was administered with unusual or adverse outcomes.

B. Evaluates medical performance, gathers appropriate facts and, as needed, forwards those facts in writing to the City of Gardena Chief of Police.

C. Ensures that appropriate actions are taken on cases with patient care issues with adverse outcomes, e.g., training, counseling, etc.