

CITY OF HAWTHORNE

AGREEMENT FOR CONSULTANT SERVICES

THIS CONSULTANT AGREEMENT ("Agreement") is made and effective as of February 1, 2026 between the City of Hawthorne Police Department ("City") and Los Angeles Centers for Alcohol and Drug Abuse, a California nonprofit public-benefit corporation ("L.A. CADA" or "Consultant") (collectively, the "Parties"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on February 1, 2026, and shall remain in effect for one (1) year through January 31, 2027 ("Initial Term").

The Agreement may be renewed annually upon the City's review and approval of the Consultant's performance and compliance with the terms of this Agreement.

The City shall have the option, at its sole discretion, to extend the Agreement for one (1) additional one-year term, allowing the Agreement to be extended through January 31, 2028. To exercise this option, the City shall provide Consultant with written notice of its intent to extend at least ninety (90) days prior to the expiration of the Initial Term.

Upon the City's provision of such notice, mutual agreement by the Parties on applicable work items and rates, and approval by the City Council, the Agreement shall be extended for an additional twelve (12) months.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full, as part of its services. Consultant may be asked to provide additional services if necessary during the term of this Agreement, in which case, the Parties will mutually agree upon such additional services, specifically as to the scope of work and compensation therefor, in a signed Amendment to this Agreement.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT**

(a) The City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C, attached hereto and incorporated herein by this reference as though set forth in full, according to the Annual Contract Sum and Monthly Fee reflected in the Schedule of Compensation and Budget indicated in Exhibit C of this Agreement, unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Chief of Police. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the Chief of Police and at the time the City's written authorization is given to Consultant for the performance of said services. Any such additional services will also be memorialized in an Amendment to this Agreement signed by all Parties.

(c) Consultant will submit invoices to support City's payment of the Monthly Fee per the Schedule of Compensation in Exhibit C hereto. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the pro-rated portions of any outstanding amounts of the Monthly Fee owed for services rendered up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City.

6. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue

compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Chief of Police or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant.

8. **INDEMNIFICATION**

(a) When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("City Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) City hereby agrees to, and shall hold Consultant, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from City's negligent acts, errors or omissions in the performance of this Agreement. City agrees to and shall defend Consultant and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions by City.

9. **INSURANCE (see also Exhibit B, attached hereto)**

- A) Consultant shall maintain in-force: Professional Liability Insurance. Consultant shall maintain in-force; Professional Liability Insurance (and/or Errors & Omissions Insurance) with minimum limits of liability of \$1,000,000 combined single limit coverage against an injury, death, loss or damages because of wrongful or negligent acts or omissions by the named insured.
- B) Contractor shall maintain in-force Workers' Compensation and Employer's Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this coverage are: Workers' Compensation; Statutory in California; Employer's Liability: \$1,000,000.
- C) Certificates of Insurance. Contractor shall furnish to Customer evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements: (1) The City, its officers, and employees shall be named as additional insured on the General Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of Contractor's insurance; (4) Insurance shall be maintained for the duration of the Agreement,

including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in this Agreement and all amendments thereto.

10. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Hawthorne in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Hawthorne will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. **CONFIDENTIALITY AGREEMENT**

During the course of this Agreement, Consultant may provide the City with certain information or material, including oral disclosure of information which will be deemed "Confidential". Except as required by law, the City shall receive and hold such information in confidence and agrees to use reasonable effort to prevent its disclosure to third parties. This obligation will continue in effect for two (2) years after expiration or termination of the Agreement. The City will not consider information disclosed to it by Consultant as confidential if such information: (1) is now public knowledge or subsequently becomes such through no breach of this Agreement; (2) is rightfully in City's possession prior to Consultant's disclosure as shown by written records; (3) is rightfully disclosed to City by a third party; (4) is independently developed by or for City without reliance upon confidential information received from Consultant; or (5) was created, maintained, and/or

transmitted to City by Consultant at City's express request in furtherance, and during the course of, Consultant's performance of services under this Agreement.

Notwithstanding the foregoing, all client and/or patient data received by City from Consultant will be maintained in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, "HIPAA"), as well as 42 C.F.R. Part 2 *et seq.*

16. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City because of the personal nature of the services to be rendered pursuant to this Agreement.

17. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Hawthorne.

19. **ENTIRE AGREEMENT**

This Agreement, and any attachments and/or exhibits hereto, contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of

the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF HAWTHORNE:

CONSULTANT:

Vontray Norris
City Manager
City of Hawthorne

By:_____
Name: Juan Navarro
Chief Executive Officer
Los Angeles Centers for Alcohol and Drug Abuse

APPROVED AS TO FORM:

ATTEST:

David Caseras
City Attorney
City of Hawthorne

Dayna Williams-Hunter
City Clerk
City of Hawthorne

EXHIBIT A

Program Description

The City of Hawthorne is partnering with Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA), a nonprofit provider of comprehensive behavioral healthcare services addressing substance use disorders, mental health conditions, trauma, and other factors contributing to homelessness.

This proposal aligns with State of California Department of Health Care Services (DHCS) guidance on allowable uses of California Opioid Settlement funds. The Scope of Work advances High Impact Abatement Activities (HIAA) by addressing the needs of communities of color and other vulnerable populations—including sheltered and unsheltered individuals—who are disproportionately impacted by substance use disorders (SUD).

Specifically, this Scope of Work supports High Impact Abatement Activity #3 by providing targeted outreach and linkage to treatment for unsheltered individuals experiencing homelessness in the City of Hawthorne. L.A. CADA will deploy two Homeless Outreach staff (Project Lead Coordinator and Outreach Navigator) to conduct street-based outreach and transportation services for individuals experiencing homelessness Monday through Friday, between 6:00 a.m. and 9:00 a.m.

Program Purpose

Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) shall provide targeted homeless outreach and substance use disorder (SUD) engagement services within the City of Hawthorne. The purpose of this Scope of Work is to mitigate opioid-related harms, reduce overdose risk, and expand access to evidence-based SUD treatment for unsheltered individuals disproportionately impacted by substance use, in alignment with Measure H objectives and High Impact Abatement Activities (HIAA) under the California Opioid Settlement.

Eligible Activities and Service Model

A. Street-Based Outreach and Engagement

L.A. CADA outreach staff shall conduct proactive, field-based outreach to unsheltered individuals, including regular visits to encampments and other locations where individuals experiencing homelessness reside. Outreach activities shall include, but are not limited to:

- Engagement of individuals experiencing homelessness who are not otherwise connected to services
- Distribution of harm-reduction supplies and overdose prevention education
- Screening for substance use disorder and co-occurring behavioral health needs
- Immediate linkage to treatment, housing navigation, and supportive services
- Transportation of individuals to linkages or treatment services

Opioid Settlement Alignment (Primary):

L.A. CADA employees will provide outreach and resources to the unsheltered homeless population in Hawthorne to provide treatment and resources for a population disproportionately impacted by SUD and homelessness, in line with High Impact Abatement Activity #3.

B. Linkage to SUD Treatment and Abatement Services

L.A. CADA shall provide active care coordination to guide engaged individuals into the SUD treatment continuum, prioritizing services funded or supported through Measure H and opioid settlement resources. Services include:

- Referral and warm handoff to outpatient, residential, and withdrawal management programs
- Coordination with medication-assisted treatment (MAT) providers, including opioid use disorder treatment
- Connection to mental health services, primary care, and crisis response as appropriate
- Housing navigation and stabilization services that support treatment engagement

As part of this engagement model, homeless outreach staff will visit encampments to provide resources and guide clients to SUD treatment infrastructure, expanding access to treatment for SUD in line with High Impact Abatement Activity #2.

C. Case Management and Continuity of Care

L.A. CADA shall provide short-term case management and follow-up services to ensure continuity of care and sustained engagement, including:

- Ongoing contact following referral or treatment entry
- Coordination with treatment providers, housing navigators, and community partners
- Re-engagement efforts for individuals who disengage from services

These activities directly support Measure H goals of reducing chronic homelessness and stabilizing individuals with high-acuity SUD needs.

Performance Management and Reporting

L.A. CADA shall implement program oversight and quality assurance practices consistent with Measure H and opioid settlement reporting expectations, including:

- Tracking outreach contacts, referrals, and treatment linkages
- Monitoring engagement outcomes and service utilization
- Participation in coordination meetings with City staff as requested
- Submission of weekly program reports documenting abatement-related activities
- Submission of comprehensive quarterly reports summarizing outcomes and performance

Coordination with City and Community Partners

L.A. CADA shall coordinate with City departments, law enforcement, emergency medical services, and community-based organizations to ensure integrated service delivery, avoid duplication of services, and maximize the impact of Measure H and opioid settlement resources.

Compliance and Allowable Use of Funds

All services under this Scope of Work shall comply with the City of Hawthorne Agreement, Exhibit A, and applicable Measure H and California Opioid Settlement requirements. Funds shall be used exclusively for eligible abatement activities, including outreach, engagement, treatment linkage, and care coordination services targeting individuals impacted by opioid and other substance use disorders.

SCOPE OF WORK

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the equivalent. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability Coverage. Consultant shall maintain in-force Professional Liability Insurance (and/or errors & Omissions Insurance) for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant’s operations under this Agreement, whether such operations be by the Consultant or by its employees, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$ 1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

EXHIBIT C

SCHEDULE OF COMPENSATION

1. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in this Section. The total annual compensation will be **One Hundred Thousand Dollars (\$100,000.00) USD** per year (the “Annual Contract Sum”) unless additional compensation is approved pursuant to Section 2. The Annual Contract Sum is all inclusive and covers all labor, materials, direct and indirect costs, and expenses necessary for Consultant to provide services under this Agreement.
2. City acknowledges and agrees that it shall pay compensation under this Agreement on a monthly, flat rate basis. This method of compensation is calculated by dividing the Annual Contract Sum by twelve (12) months. For example, Consultant will receive monthly compensation in the amount of **\$8,333.33 USD** (the “Monthly Fee”) per month during the course of this Agreement.