

**LAW ENFORCEMENT SERVICES MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN CITY OF CLEARLAKE  
AND CITY OF LAKEPORT**

This LAW ENFORCEMENT SERVICES AGREEMENT (“Agreement”) is made and entered into effective \_\_\_\_\_, 2022 (“Effective Date”) by and between the City of Clearlake, a California municipal corporation (“Clearlake”), and the City of Lakeport, a California municipal corporation (“Lakeport”) (collectively, “Parties,” and individually, “Party”).

**RECITALS**

WHEREAS, Clearlake and Lakeport desire to cooperate in providing police protection services to their respective cities in an affordable and cost effective manner for their mutual benefit and the benefit of their residents;

WHEREAS, the Parties intend this Agreement to establish a framework by which one Party (the “Lending Agency”) may provide police personnel to the other (the “Receiving Agency”) for law enforcement activities upon request and mutual agreement by each Party’s Chief of Police or his or her designee, though nothing in this Agreement shall constitute an obligation by either Party to provide police resources to the other when requested;

WHEREAS, Parties are agreeable to rendering such General Law Enforcement Services to the other Party in accordance with this Agreement;

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6500) authorizes Clearlake and Lakeport by agreement to jointly exercise any power common to them including law enforcement powers (the “Joint Exercise of Powers Act”); and

WHEREAS, Chapter 21 of Part 2 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 895) authorizes Clearlake and Lakeport by agreement to provide for contribution or indemnification of any liability arising out of the performance of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. GENERAL PROVISIONS**

- 1.1. The Recitals above are true and correct and fully incorporated herein.
- 1.2. This Agreement is entered into pursuant to the provisions of the Joint Exercise of Powers Act.

- 1.3. The phrase “General Law Enforcement Services” as used in this Agreement shall include general patrol and incident response through dispatch or officer observation; arrests, including warrant arrests; prisoner transport; evidence collection and processing for incidents and responses; and court or other required appearances arising as a result of services delivered under this Agreement. Parties may request in writing additional law enforcement services not specifically provided for in this Agreement and the other Party shall make reasonable efforts to provide such additional services, which shall also be considered General Law Enforcement Services.
- 1.4. The phrase “Lending Agency” as used in this Agreement shall mean the Party providing General Law Enforcement Services to the other Party.
- 1.5. The phrase “Receiving Agency” as used in this Agreement shall mean the Party requesting General Law Enforcement Services from the other Party.

## **2. SCOPE OF SERVICES**

- 2.1. Clearlake agrees to provide General Law Enforcement Services within the corporate limits of the City of Lakeport and outside those limits when authorized by Lakeport’s agents, when one or more officers of the Clearlake Police Department have been assigned to provide such services pursuant to this Agreement.
- 2.2. Lakeport agrees to provide General Law Enforcement Services within the corporate limits of the City of Clearlake and outside those limits when authorized by Clearlake’s agents, when one or more officers of the Lakeport Police Department have been assigned to provide such services pursuant to this Agreement.
- 2.3. Except as otherwise specifically set forth in this Agreement, the Lending Agency shall provide General Law Enforcement Services only for duties and functions of the type coming within the jurisdiction of and customarily rendered by the Lending Agency Police Department under the statutes of the State of California. The Lending Agency shall not be expected or required to enforce Receiving Agency’s Municipal Code violations under this Agreement.
- 2.4. For purposes of performing General Law Enforcement Services under this Agreement, the Lending Agency shall furnish and supply all necessary equipment and supplies necessary for such performance.
- 2.5. Notwithstanding Section 2.4 of this Agreement, the Receiving Agency may provide additional equipment and supplies for the Lending Agency

personnel to utilize in performing the General Law Enforcement Services under this Agreement.

### **3. DEPLOYMENT OF PERSONNEL**

- 3.1. Each Party requests the other Party provide sworn police officers to supplement sworn officer shifts as the Lending Agency is able.
- 3.2. Every effort will be made so as the Lending Agency's police officers will be free from taking reports and appearing in court for the Receiving Agency's cases, although circumstances may be beyond the Receiving Agency's control.
- 3.3. During an emergency situation, personnel from the Lending Agency shall report to and work under the direction of the designated incident commander from the Requesting Agency. Personnel from either the Requesting or the Lending Agency may receive supervision from any other Party's command personnel if authorized by the incident commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives. Actions taken by individual personnel from the Parties shall be subject to the policies and procedures of their respective cities, to include the appropriate use of force policies. In the event any personnel of the Lending Agency should be ordered by the Requesting Agency's incident commander or another party's command personnel to engage in an action, or refrain from engaging in an action, that the Lending Agency's personnel believes would result in violation of his/her city's policies and procedures, this fact shall immediately be brought to the attention of the incident commander or other party's command officer unless such notification risks immediate loss of life or damage to property. Should the incident commander or another party's command officer order the Lending Agency personnel to engage in such action, or to refrain from engaging in an action, notwithstanding such notification, the Requesting Agency shall hold harmless, defend, and indemnify the Lending Agency and its officials, employees and agents against any and all claims arising out of such action or failure to act.

### **4. ADMINISTRATION OF PERSONNEL & WORKER'S COMPENSATION**

- 4.1. Except as specifically provided in this Agreement, the rendering of General Law Enforcement Services, the standards of performance and discipline of officers, and other matters incident to the performance of such services including control of personnel so performing, shall remain with the Lending Agency.

- 4.2. All Clearlake employees working in conjunction with Lakeport and/or Lakeport employees under this Agreement shall remain Clearlake employees and be compensated by Clearlake and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from Lakeport as a result of this Agreement.
- 4.3. All Lakeport employees working in conjunction with Clearlake and/or Clearlake employees under this Agreement shall remain Lakeport employees and compensated by Lakeport and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from Clearlake as a result of this Agreement.
- 4.4. Both Parties acknowledge that they are aware of the provision of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provision of that Code and they certify that they will comply with such provisions with regard to officers of their respective police departments performing work provided for in this Agreement, regardless of whether they are working in or on behalf of the other Party before commencing the performance of the work under this Agreement and at all times during the term thereof.
- 4.5. Neither Agency shall be liable for the other party's employees or agents for injuries or illness arising out of performance of providing law enforcement services under this Agreement.

## **5. INDEMNIFICATION**

- 5.1. Subject to the provisions set forth above in Section 3.3, Lakeport shall indemnify, defend, and hold harmless Clearlake, and its officers, employees, agents, and volunteers, from and against any and all liabilities, losses, claims, damages, expenses, demands, and costs (including without limitation litigations costs and attorney, expert witness, and consultant fees) of every kind and nature arising out of a breach of Lakeport's obligations under this Agreement, except where caused by the sole negligence or willful misconduct of Clearlake, or its officers, employees, agents, or volunteers, or as otherwise required by law.
- 5.2. Subject to the provisions set forth above in Section 3.3, Clearlake shall indemnify, defend, and hold harmless Lakeport, and its officers, employees, agents, and volunteers, from and against any and all liabilities, losses, claims, damages, expenses, demands, and costs

(including without limitation litigations costs and attorney, expert witness, and consultant fees) of every kind and nature arising out of a breach of Clearlake's obligations under this Agreement, except where caused by the sole negligence or willful misconduct of Lakeport, or its officers, employees, agents, or volunteers, or as otherwise required by law.

- 5.3. The Receiving Agency shall indemnify, defend, and hold harmless the Lending Agency, and its officers, employees, agents, and volunteers, from and against any and all liabilities, losses, claims, damages, expenses, demands, and costs (including without limitation litigation costs and attorney, expert witness, and consultant fees) of every kind and nature claimed by third parties arising out of the performance of law enforcement services rendered by the Lending Agency's employees to the Receiving Agency under this Agreement.
- 5.4. The Lending Agency shall indemnify, defend, and hold harmless the Receiving Agency, and its officers, employees, agents, and volunteers, from and against any and all workers' compensation claims or other claims of injury or sickness made by any Lending Agency employee against the Receiving Agency arising out of or alleged to have occurred while performing under this Agreement, except to the extent caused by the sole negligence or willful misconduct of the Receiving Agency, or its officers, employees, agents, or volunteers, or as otherwise required by law.
- 5.5. The Parties agree that the covenants contained in this Section 5 of this Agreement shall survive the expiration or termination of this Agreement.

## **6. INSURANCE**

- 6.1. Clearlake and Lakeport participate in the California Intergovernmental Risk Authority (CIRA) for general liability and workers' compensation coverage. CIRA shall defend and indemnify Clearlake and Lakeport for covered claims in accordance with the indemnification provisions in Section 5 of this Agreement.
- 6.2. Each party shall waive its right to subrogation against the other Agency.

## **7. TERM OF AGREEMENT**

- 7.1. The term of this Agreement shall be three (3) years from the Effective Date and may be renewed from time to time for a period not to exceed two (2) years by a written instrument executed by duly authorized representatives of the Parties.

- 7.2. This Agreement may be terminated at any time, with or without cause, by either of the Parties upon fifteen (15) days written notice to the other party as provided in this Agreement, or upon such shorter notice as may be mutually agreed upon by the Parties' Chiefs of Police.
- 7.3. In the event of termination of this Agreement by either of the Parties: (1) the Parties shall fully discharge all obligations owed to each other accruing prior to the effective date of such termination, and (2) the Receiving Agency shall pay the Lending Agency for all General Law Enforcement Services rendered prior to the effective date of such termination and properly billed as provided in this Agreement.

## **8. BILLING AND PAYMENT PROCEDURES**

- 8.1. The Receiving Agency shall pay the Lending Agency for the General Law Enforcement Services rendered under this Agreement at the scheduled rates set forth on Attachment "A" to this Agreement which is fully incorporated herein.
- 8.2. The scheduled rates set forth on Attachment "A" to this Agreement may be amended a written instrument executed by duly authorized representatives of the Parties.
- 8.3. Parties agree to notify each other if there is a material change in compensation to the pay rates of their employees, including, but not limited to, a new Memorandum of Understanding with a labor group providing services contemplated in this agreement.
- 8.4. The Lending Agency shall bill the Receiving Agency within thirty (30) calendar days after the end of each calendar month by summarized invoice for the General Law Enforcement Services provided in that month under this Agreement. The summarized invoice shall contain a detailed statement of the number of officers, hours worked, applicable scheduled rates, and services provided under this Agreement. The Receiving Agency shall pay the Lending Agency all undisputed amounts contained in such summarized invoice no later than thirty (30) days after receipt. The Parties agree to meet and confer as provided herein to discuss any disputed amounts contained in a summarized invoice.

## **9. NOTICES**

- 9.1. All notices and demands required or permitted to be given or made under this Agreement shall be in writing and either (1) hand delivered with signed receipt, or (2) mailed by first class registered or certified mail, postage prepaid and return receipt requested, addressed to the Parties at the

following addresses and to the attention of the person named. Addresses and persons named may be changed by either of the Parties by giving ten (10) days written notice to the other party.

If to City of Clearlake:

Alan Flora, City Manager  
City of Clearlake  
14050 Olympic Drive  
Clearlake, CA 95422

Andrew White  
Chief of Police  
Clearlake Police Department  
14050 Olympic Drive  
Clearlake, CA 95422

If to City of Lakeport:

Kevin Ingram, City Manager  
City of Lakeport  
225 Park Street  
Lakeport, CA 95453

Brad Rasmussen  
Chief of Police  
Lakeport Police Department  
2025 South Main Street  
Lakeport, CA 95453

- 9.2. All other communications required under this Agreement may be either (1) hand delivered with signed receipt or (2) mailed by first class mail, including invoices pursuant to Section 8.4 of this Agreement.
- 9.3. Either party may change its addresses by notifying the other in writing not less than 10 days before the effective date of such change.

## **10. WARRANTY OF AUTHORIZATION**

- 10.1. Clearlake represents and warrants that the person executing this Agreement is a duly authorized representative of the City of Clearlake with actual authority to bind the City of Clearlake to each and every term, condition, and obligation contained in this Agreement and that all requirements relating to such authority have been fulfilled.
- 10.2. Lakeport represents and warrants that the person executing this Agreement is a duly authorized representative of the City of Lakeport with actual authority to bind the City of Lakeport to each and every term, condition, and obligation contained in this Agreement and that all requirements relating to such authority have been fulfilled.

## **11. MISCELLANEOUS PROVISIONS**

- 11.1. This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of a dispute or claim arising out of this Agreement, venue shall be in the Superior Court of the State of California for the County of Lake.

- 11.2. This Agreement shall be construed as a whole and according to its fair meaning. This Agreement shall not be construed strictly for or against either of the Parties. If any provision of this Agreement is found unenforceable, void, or voidable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 11.3. This Agreement may be executed in counterparts such that the signatures appear on separate pages. A copy or facsimile of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or electronic means shall be deemed original signatures.
- 11.4. This Agreement including Attachment "A" hereto represents the complete understanding of the Parties with respect to the matters set forth herein. This Agreement supersedes all previous agreements and understandings of the Parties, whether oral or written, with respect to the matters set forth herein. All such previous agreements and understandings shall have no force or effect.
- 11.5. Except as expressly provided herein, this Agreement may only be modified or amended by a written instrument executed by duly authorized representatives of the Parties.
- 11.6. The Parties agree to meet and confer periodically at mutually agreeable times to exchange relevant information and discuss performance under this Agreement.

*[Signatures on following page]*



\* \* \* \*

IN WITNESS WHEREOF, the City of Clearlake by order of its City Council, and the City of Lakeport by order of its City Council, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

CITY OF CLEARLAKE,  
a Municipal Corporation

CITY OF LAKEPORT,  
a Municipal Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT "A"

*[Include Scheduled Rates per Section 8.1 of Agreement]*

Sworn Peace Officer: The rate shall be the actual costs incurred by the Lending Agency for providing services to the Receiving Agency. Actual costs are defined as all costs the Lending Agency incurs that are reasonably attributable to the hours the Lending Agency's employee spends providing General Law Enforcement Services for the Receiving Agency, including the hourly salary of the employee plus the proportional share of benefits, taxes, worker's compensation, retirement contributions and other payroll obligations the Lending Agency must pay to or on behalf of its employee. Actual costs shall additionally include court appearances by a Lending Agency's employee when the appearance is a result of General Law Enforcement Services provided by the employee under this agreement.

If the Lending Agency's employee is on overtime while working for the Receiving Agency, the Lending Agency may charge for that employee's overtime rate and any associated fees.

Actual costs include court appearances that originate from Lending Agency's employee providing services under this agreement.

Patrol Vehicle: The rate shall be the published IRS standard mileage rate in effect at the time services are rendered under this agreement.