

**ITEM: APPROVE LATHROP POLICE DISPATCH AGREEMENT**

**RECOMMENDATION: Adopt Resolution to Approve an Agreement Between the City of Lathrop and the City of Ripon to Provide Dispatch Services to Lathrop and Related Budget Amendments**

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**SUMMARY:**

The new Lathrop Police Department project identifies the need to provide dispatch services to support the City's law enforcement activities. City staff and MRG evaluated four potential service providers and is recommending the City of Lathrop enter into a ten year Agreement with the City of Ripon to provide police dispatch services to Lathrop. The agreement includes initial staff and equipment development and full dispatch services beginning July 1, 2022. The City of Ripon is familiar with providing the services identified in the agreement and already has an existing agreement with the City of Escalon to provide similar services.

Tonight, staff is requesting Council adopt a resolution to approve the agreement for the City of Ripon to provide Police Dispatch Services. The proposed agreement is detailed in Attachment B of the staff report.

**BACKGROUND:**

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City. The new Police Department project identifies the need to provide dispatch services in support of the sworn staffing.

Provisions of dispatch services to law enforcement agencies is an essential component of daily activities. As such, a qualified and competent provider will become an integral partner in the City's new Police Department. The City initially contacted San Joaquin County Sheriff to request the agency continue to provide dispatch services to the new Lathrop Police Department. The Sheriff's Office staff indicated that the County was moving to a new dispatch system and that timing and other constraints would preclude them from extending the services to Lathrop.

City staff and MRG identified four agencies as potential service providers and conducted meetings, site visits and technical evaluations of each agency. The four agencies included the Stanislaus Regional 911 JPA, and the Cities of Manteca, Ripon and Tracy. Although the evaluative criteria included the complex technical and operational capacity of each agency, it also included the agency's interest in providing the service and the capacity of each to manage the approximately 24,000 calls for service Lathrop would add to their existing workload.

**CITY MANAGER'S REPORT  
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING  
APPROVE LATHROP POLICE DISPATCH AGREEMENT**

Following lengthy conversations with each agency, staff and MRG concluded that the most suitable and stable partner would be the City of Ripon. The following describe the basis for the conclusion:

1. The City of Ripon already provides contract dispatch services to the City of Escalon and is familiar with the joint service model. Ripon has provided those services for 26 years and Escalon is very satisfied with the services.
2. The City of Ripon's dispatch equipment and Computer Aided Dispatch (CAD) System are robust and can be updated to accept additional services.
3. The City staff is seriously interested in providing the service and the City will gain staffing and equipment which will provide greater capacity for service to Ripon and Escalon.
4. The technical evaluation of the Ripon equipment, radio system and CAD system has been vetted with the service providers and the system can be expanded to serve additional users and the radio connections are relatively straightforward and will include redundancy.

The workload increase represented by the City's new Police Department will effectively double the current number of calls handled, records developed, etc. for the Ripon Dispatch Facility. This will require expansion of the number of dispatch consoles and related equipment.

In addition to the expansion to provide service to the Lathrop Police Department, the agreement addresses the need to expand the Dispatch Facility in the future due to future population growth. The future expansion demand will be driven substantially by Lathrop's rapid development and already approved growth. As part of the Service Agreement, an evaluation of the future service demands will be conducted and a long-range plan for expansion developed. The costs for the ultimate expansion will be assigned to each of the three participating agencies based on the actual growth of each agency.

The Service Agreement will provide a stable ten year dispatch and radio communications platform for the new City of Lathrop Police Department. The Agreement provides for either party to opt-out of the Service Agreement following a 2 year notice period. This provision will permit the City of Lathrop to move to an alternative provider or its own Dispatch Services platform. If the City of Lathrop decides to leave the Ripon Dispatch Service Agreement, it will be required to either offer employment to excess Dispatch staff or pay for the costs of their employment discontinuance.

In summary, the Services Agreement with the City of Ripon will provide a stable, reliable and expandable service platform for the City of Lathrop's Police Department for a 10 year period. The Agreement provides the services for less cost than the alternative of Lathrop establishing its own dispatch facility. It is, essentially, an investment in assuring safe and reliable dispatch services as a critical component of the new Lathrop Police Department.

**CITY MANAGER'S REPORT  
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING  
APPROVE LATHROP POLICE DISPATCH AGREEMENT**

Tonight, staff is requesting Council adopt a resolution to approve the agreement for the City of Ripon to provide Police Dispatch Services. The proposed agreement is detailed in Attachment B of the staff report.

**REASON FOR RECOMMENDATION:**

The City of Ripon agreement provides the City with police dispatch services as identified in the original project and assures a robust and technologically sound service for a ten-year period. The Ripon agreement will also benefit all three participating agencies because it provides for additional resources through the economies of scale of being associated with a larger dispatch center than either agency could provide individually.

**FISCAL IMPACT:**

During the March 22, 2021 Special Meeting, the City Council approved the project budget for CIP GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City. The Council approved project budget has \$550,000 identified for the start-up of dispatch services. This estimate assumed the City would be able to contract with an agency that had existing capacity to handle the intake of Lathrop's calls for service. The City of Ripon agreement will require a budget amendment of an additional \$245,000 for equipment and an additional \$415,000 for staffing. The staffing budget augmentation will provide assistance in hiring dispatchers, as well as six months of training prior to the July 1<sup>st</sup> go-live date.

Decrease Equipment Reserve		
1010-243-0000		\$245,000
Increase Transfer Out		
1010-9900-990-9010		\$660,000
Increase Transfer In		
3010-393-0000	GG21-11	\$660,000

**ATTACHMENTS:**

- A. Resolution to Approve the Agreement Between the City of Lathrop and the City of Ripon to Provide Dispatch Services Lathrop and Related Budget Amendments
- B. Agreement for the City of Ripon to Provide Police Dispatch Services to the City of Lathrop

**CITY MANAGER'S REPORT  
OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING  
APPROVE LATHROP POLICE DISPATCH AGREEMENT**


**APPROVALS:**

  
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Thomas Hedegard  
Deputy Finance Director

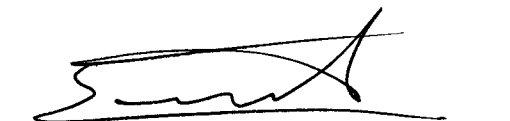
10-7-2021  
Date

  
\_\_\_\_\_  
Cari James  
Director of Finance

10/7/2021  
Date

  
\_\_\_\_\_  
Raymond Bechler  
Chief of Police

10/7/21  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

10-7-2021  
Date

  
\_\_\_\_\_  
Stephen J Salvatore  
City Manager

10.7.21  
Date

**RESOLUTION NO. 21-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING AN AGREEMENT BETWEEN THE CITY OF LATHROP AND  
THE CITY OF RIPON TO PROVIDE DISPATCH SERVICES TO LATHROP  
AND RELATED BUDGET AMENDMENTS**

**WHEREAS**, at the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City; and

**WHEREAS**, the new Police Department project identifies the need to provide dispatch services in support of the sworn staffing; and

**WHEREAS**, provisions of dispatch services to law enforcement agencies is an essential component of daily activities; and

**WHEREAS**, City staff and MRG identified four agencies as potential service providers and conducted meetings, site visits and technical evaluations of each agency. The four agencies included the Stanislaus Regional 911 JPA, and the Cities of Manteca, Ripon and Tracy; and

**WHEREAS**, following lengthy conversations with each agency, staff and MRG concluded that the most suitable and stable partner would be the City of Ripon. The following describe the basis for the conclusion:

1. The City of Ripon already provides contract dispatch services to the City of Escalon and is familiar with the joint service model. Ripon has provided those services for 26 years and Escalon is very satisfied with the services.
2. The City of Ripon's dispatch equipment and Computer Aided Dispatch (CAD) System are robust and can be updated to accept additional services.
3. The City staff is seriously interested in providing the service and the City will gain staffing and equipment which will provide greater capacity for service to Ripon and Escalon.
4. The technical evaluation of the Ripon equipment, radio system and CAD system has been vetted with the service providers and the system can be expanded to serve additional users and the radio connections are relatively straightforward and will include redundancy; and

**WHEREAS,** the Services Agreement with the City of Ripon will provide a stable, reliable and expandable service platform for the City of Lathrop's Police Department for a 10 year period. The Agreement provides the services for less cost than the alternative of Lathrop establishing its own dispatch facility. It is, essentially, an investment in assuring safe and reliable dispatch services as a critical component of the new Lathrop Police Department.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop, does hereby approve the agreement for the City of Ripon to provide Police Dispatch Services to the City of Lathrop.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of October, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

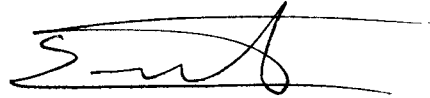
ABSENT:

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Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



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Teresa Vargas, City Clerk

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Salvador Navarrete, City Attorney

## AGREEMENT FOR THE CITY OF RIPON TO PROVIDE POLICE DISPATCH SERVICES TO THE CITY OF LATHROP

This Agreement for the City of Ripon to Provide Police Dispatch Services to the City of Lathrop (hereinafter, the “Agreement”) is made and entered into this \_\_\_ day of October, 2021 (“Effective Date”), by and between the CITY OF RIPON, a municipal corporation (“Ripon”) and the CITY OF LATHROP, a municipal corporation (“Lathrop”), each of which may be referred to herein as (“Party”) or collectively as (“Parties”).

### RECITALS

A. Lathrop made a request of Ripon to enter into an Agreement for Ripon to provide police dispatch services to Lathrop as it is establishing a Lathrop law enforcement department with a target date for the commencement of service on July 1, 2022.

B. Lathrop’s request will require that certain infrastructure be constructed, as well as staff hired/trained, and software/equipment purchased to implement the Agreement, which shall be referred to herein as the (“**Project**”).

C. This Agreement is intended to address and describe the relationship between the Parties during two distinct phases of their anticipated relationship; first, the “Startup Phase”, and second, the “Operations Phase”, each of which is addressed in more detail herein. Notwithstanding, these terms are used for the convenience of the Parties and have no independent legal significance.

D. The Startup Phase refers to the time period between the Effective Date (defined as the date on which both cities have approved the execution of this Agreement) and June 30, 2022, during which the Parties are expected to diligently undertake the design and installation of the components for the expansion of Ripon’s Dispatch Center to provide dispatch services to Lathrop, as well as the hiring and training of dispatchers.

E. The Operations Phase refers to the time period after July 1, 2022, during which time the parties are expected to fulfill each of the obligations set forth herein, and to undertake such other and further actions as may be necessary and appropriate consistent with applicable law and the implied covenant of good faith and fair dealing. Lathrop would thus have reasonable access to property and equipment owned by Ripon, on terms and conditions to be set forth herein.

F. The Parties have determined there is mutual benefit associated with Ripon providing dispatch services to Lathrop, and desire to enter into an Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Duties of the Parties-Startup Phase. The Parties acknowledge that, in general terms, certain capital improvements or upgrades to existing equipment are needed to allow Ripon to provide dispatch services to Lathrop, which Lathrop has retained consultants to prepare a study for review by the Ripon and Lathrop Police Chiefs. Additionally, Ripon will need to hire and train the staff



necessary to carry out the terms of this Agreement. Notwithstanding any other provision of this Agreement, the intention of the Parties is as follows:

a. Communications Equipment. Lathrop shall be responsible to design, purchase, and install the communications equipment necessary to transmit the radio signal as determined by Ripon, from Lathrop 911 call system, patrol cars, and portable radios to the Ripon Dispatch Center.

b. Dispatch Equipment. Lathrop shall be responsible to purchase and install equipment, software, and hardware necessary to facilitate Lathrop's future installation of one (1) dispatch console to be located in the Ripon Dispatch Center.

c. Staffing. Ripon shall be responsible to hire and train six (6) dispatch employees to provide dispatch services to Lathrop. Ripon shall be responsible for all salary, benefits, training, uniforms, performance reviews, and future liabilities (with the exception of the severance pay obligations outlined in Section 3(c)) related to these positions.

d. Ripon Dispatch Center Expansion Study. Lathrop shall be responsible to hire an architect to prepare a "Dispatch Center Expansion Plan" to address the current dispatch center layout and the improvements that may be needed to add additional workstations based on planned growth of Ripon, Lathrop, and the City of Escalon. Additionally, the study will recommend the allocation of the cost of those improvements to each jurisdiction. The Dispatch Center Expansion Plan shall be submitted to Ripon for approval. The Dispatch Center Expansion Plan shall also be submitted to the City of Escalon for its review and comment.

2. Duties of the Parties-Operations Phase. Ripon shall provide "Police Dispatch Services" as defined in Exhibit "A" to Lathrop for and during the Term of this Agreement, and any extension thereof.

a. Communications Equipment. Lathrop shall be responsible to maintain and replace the communications equipment necessary to transmit the radio signal as determined by Ripon, from Lathrop 911 call system, patrol cars, and portable radios to the Ripon Dispatch Center.

b. Dispatch Equipment. Ripon shall be responsible to maintain and replace the equipment, software, and hardware at the dispatcher consoles in the Ripon Dispatch Center.

c. Dispatch Center Expansion. The capital cost to expand the Ripon Dispatch Center necessary to accommodate growth in Lathrop, Ripon, and Escalon, including future dispatch consoles and tenant improvements to the building, HVAC, and electrical necessary to accommodate the future dispatch consoles, shall be allocated to Lathrop, Ripon, and Escalon based on the Dispatch Center Expansion Study.

i. On or prior to each annual anniversary of the Agreement, the Ripon Police Chief will evaluate the capital improvement schedule developed as part of the Ripon Dispatch Center Expansion Study and, after appropriate consultation with the Lathrop Police Chief and the Escalon Police Chief, shall make adjustments to that schedule, in his or her discretion, based on actual growth and calls for service such

that Ripon is able to continue to provide dispatch services. The results of this evaluation will be communicated to Lathrop in writing.

- ii. Ripon shall be responsible to obtain the bids necessary to perform the capital improvements recommended in the Dispatch Center Expansion Study according to the Ripon procurement policy and contract with the contractors and vendors accordingly.

d. Staffing. Ripon shall be responsible to employ the dispatchers necessary to provide dispatch services as described herein. Except as otherwise provided in Section 3(c), below, Ripon shall be responsible for all salary, benefits, training, uniforms, performance reviews, and future liabilities related to these positions.

- i. On or prior to each annual anniversary of the Agreement, the Ripon Police Chief will evaluate the staffing needs of the Ripon Dispatch Center projected over a five (5) year period in his or her discretion, based on actual growth and calls for service such that Ripon is able to continue to provide dispatch services. The results of this evaluation will be communicated to Lathrop in writing and used as a basis for the subsequent fiscal year billing (see Section 4.b).

3. Term. The term of this Agreement shall commence on October 1, 2021, and shall expire on June 30, 2032. However, if neither Party informs the other Party of its intent to allow for the automatic expiration of this Agreement prior to June 30, 2030, this Agreement shall be automatically extended for another twenty-four (24) month term. Thereafter, and subject to the termination provisions of Section 3(a), if neither Party informs the other Party of its intent to terminate this Agreement prior to June 30<sup>th</sup> in any given year in which this Agreement remains in effect, this Agreement shall be automatically extended for another twenty-four (24) month term.

a. Termination.

i. This Agreement shall automatically terminate on the date either Party ceases to be a member of the Central San Joaquin Valley Risk Management Authority (“CSJVRMA”) unless both parties mutually agree in writing that a requested substitution to the CSJVRMA is acceptable. If either Party receives notice, or obtains other knowledge, that the Party will cease to be a member of the CSJVRMA, that Party shall immediately so notify the other Party, and shall provide to the other Party the effective date that the Party will no longer be a member of the CSJVRMA.

ii. This Agreement may be terminated by either Party, with or without cause, at any time during the Original Term or the first sixty (60) days of any Extended Term by vote of that Party’s legislative body to terminate and notice of such action to the other Party. The effective date of said termination shall be twenty-four (24) months after the date of mailing the notice of termination, unless this Agreement is sooner terminated pursuant to subparagraph 3(a)(i) herein or paragraph 9(a)(ii) herein.

b. Pro Rata Payment. In the event of termination under paragraph 3(a)(i) herein, paragraph 3(a)(ii) herein or paragraph 9(a)(ii) herein, Lathrop shall pay Ripon on a pro rata basis for services rendered up to the effective date of such termination; except that, in the event Lathrop has paid for services in advance pursuant to paragraph 4 herein, Ripon shall pay to Lathrop a refund on a pro rata basis for services rendered up to the effective date of such termination.

c. Severance Payment. In the event Lathrop elects not to extend the term of the Agreement or terminates this Agreement as set forth under paragraphs 3 and 3(a)(ii), Lathrop shall offer employment as a dispatcher to the number of Ripon dispatchers that have been allocated to provide dispatch services to Lathrop, as described in paragraph 2(d)(i) (“Severance Basis Number”). If an offer of employment is not made by Lathrop in the 12 months immediately preceding the termination of this Agreement to any Ripon dispatcher in good standing that submits an application, Lathrop shall be responsible for a severance payment equal to one year’s salary for each employee that Ripon must terminate due to reduction of workforce. Lathrop shall also be responsible for any and all additional cost or expense actually paid by Ripon as a result of a claim filed by any terminated employee based on exclusively on their termination resulting from Lathrop’s decision to terminate this Agreement.

4. Payment. Lathrop agrees to pay Ripon, in consideration for the services to be performed pursuant to this Agreement, the amounts for each phase of the Agreement, as described below:

a. Startup Phase. Lathrop shall pay Ripon \$132,000 annually per Full Time Equivalent to hire and train dispatchers such that Ripon is able to provide Dispatch Services.

- Ripon will invoice Lathrop each month based on the actual number of Full Time Equivalent staff that are being trained during that monthly pay period.
- Invoice payable within 30 days of the date of the invoice.

b. Operations Phase. During this phase of the Agreement, Lathrop shall be responsible for their share of staffing and capital expenses.

i. Staffing. Lathrop shall pay Ripon \$161,000 annually per the Full Time Equivalent of dispatchers allocated to Lathrop based on the annual staffing evaluation (see Section 2.d.i).

- Ripon will invoice Lathrop each month.
- Invoice payable within 30 days of the date of the invoice.
- Beginning January 1, 2023, this payment rate shall be annually adjusted to reflect any increases as shown in the Bureau of Labor Statistics, Bay Area Cities “Consumer Price Index, CPI-U All Items, 12 month % Change” as of June 30th.

- ii. Capital Improvements. Lathrop shall be responsible to reimburse Ripon for Lathrop's share of future capital improvements to the Ripon Dispatch Center as described in Section 2.c of this Agreement 30 days from the date of the invoice.
5. Service Interruptions. Ripon shall not be responsible for any computer, network or telephone malfunction or service interruption, not the fault of Ripon, that prevents or delays Ripon from providing Police Dispatch Services. Equipment malfunctions or service interruption within the Ripon computer system will be the responsibility of Ripon. Failures in T-1 connections or any other point-to-point link will be considered part of the Lathrop computer system and Lathrop shall be responsible for repair of these failures and any other malfunctions or interruptions within the Lathrop computer system. At the time of any malfunction or interruption, designated personnel from each agency shall meet and confer regarding adequate coverage for the period of time that the malfunction or interruption occurs.
6. Personnel. All persons employed in the performance of Ripon's and Lathrop's obligations under this Agreement shall be employees of Ripon. No person employed by Ripon shall have any rights to pension, civil service, or other status or right from Lathrop by virtue of this Agreement.
7. California Law Enforcement Telecommunications System ("CLETS") Training and Testing. Ripon shall be responsible for the training and testing of all sworn/non-sworn personnel employed by Ripon in adhering to all CLETS rules, regulations, policies, practices and procedures. Lathrop shall be responsible for the training and testing of all sworn/non-sworn personnel employed by Lathrop in adhering to all CLETS rules, regulations, policies, practices and procedures.
8. Performance and Related Matters.
  - a. Ripon shall retain exclusive authority over the activities of Ripon personnel performing Police Dispatch Services pursuant to this Agreement. Subject to the terms of this Agreement, the planning, organization, scheduling, direction, supervision, standards of performance and discipline of Ripon personnel and all other related matters incident to delivery of Police Dispatch Services shall be determined by Ripon.
  - b. Ripon shall give prompt consideration to all requests of Lathrop regarding the delivery of Police Dispatch Services pursuant to this Agreement.
  - c. Each Party shall consult the other regarding any planned revisions or upgrades to the Party's dispatch computer software or hardware. Each Party shall notify the other Party of the installation of all such upgrades or revisions.
9. Indemnification.
  - a. Indemnification by Lathrop.
    - i. Lathrop shall indemnify, defend and hold Ripon, and Ripon's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action

and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, collective bargaining agreement, ordinance or constitutional provision, or other causes which arise out of, relate to or result from the activities or omissions, negligent or otherwise, under this Agreement of Lathrop, and Lathrop's officers, agents and employees.

ii. Lathrop shall, upon execution of this Agreement, provide proof to Ripon that Lathrop has obtained from the Central San Joaquin Valley Risk Management Authority a Certificate of Additional Covered Party issued to Ripon ("CSJVRMA Certificate"). The CSJVRMA Certificate shall include coverage amounts equal to the coverage amounts in the applicable Risk Management Authority Coverage. Lathrop shall keep the CSJVRMA Certificate in effect during the Term of this Agreement, and any extension thereof. Lathrop shall obtain the CSJVRMA Certificate and keep the CSJVRMA Certificate in effect at Lathrop's sole cost and expense. If, for any reason, either the CSJVRMA Certificate is not in effect at any time during the Term of this Agreement, and any extension thereof, Ripon shall have the right to terminate this Agreement immediately.

iii. For all claims, damages, losses, causes of action and expenses, including attorneys' fees, covered by this paragraph 9, Lathrop shall pay any and all applicable Retained Limit (deductible) amounts under any Risk Management Authority Coverage, including any Retained Limit increases pursuant to Central San Joaquin Valley Risk Management Authority Resolution Number 18-91, a copy of which is attached hereto as Exhibit "B", and Lathrop shall indemnify and hold Ripon harmless from and against any and all liability not covered by Risk Management Authority Coverage.

b. Indemnification by Ripon. Ripon shall indemnify, defend and hold Lathrop, and Lathrop's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other causes which arise out of, relate to or result from the "intentional conduct" (as defined in exclusion #10 of the Central San Joaquin Valley Risk Management Agency Memorandum of Coverage, attached hereto as Exhibit "C") under this Agreement of Ripon and Ripon's officers, agents, and employees.

c. No Agency. At all times during this Agreement, Ripon shall be an independent contractor, and not an employee, partner, agent, or principal of Lathrop. At all times during this Agreement, Lathrop shall be an independent contractor, and not an employee, partner, agent, or principal of Ripon.

d. Notification. Each Party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this paragraph 9, as well as prompt notification if a claim is made or suit is brought against a Party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

e. Related Agreements. Except as provided in such other agreements, these indemnification provisions shall apply to and shall be deemed to be a part of all law enforcement

agreements now existing or hereafter entered into, including amendments, renewals, or other extensions thereof, wherein Lathrop and Ripon have contracted under circumstances wherein the liability of Lathrop and Ripon is joint and several under section 895.2 of the California Government Code. Except as provided in such other agreements, the provisions of this indemnification paragraph shall supersede and control over any other provisions inconsistent therewith in any such contract, heretofore and hereafter entered into by and between the Parties hereto.

f. Continuing Obligation. To the extent that Ripon has agreed to indemnify, defend and hold harmless Lathrop, its officers, agents and employees under this Agreement, said obligations shall continue to exist during this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that Lathrop has agreed to indemnify, defend and hold harmless Ripon, its officers, agents and employees under this Agreement, said obligations shall continue to exist during this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

g. Insurance. Either Party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

#### 10. General Provisions.

a. Good Faith. Wherever in this Agreement a Party has the right to approve an act of another Party, the former shall exercise such discretion reasonably and in good faith. Similarly, where a Party is required to satisfy a condition or complete an act in a certain fashion or within a specified time period, that Party shall pursue such objectives in good faith and make all reasonable efforts to accomplish the same; the other Party shall likewise in good faith cooperate and assist the other Party in accomplishing this task to cause the consummation of the Agreement as intended herein.

b. Other Instruments. The Parties hereto shall, whenever and as often as reasonably requested to do so by the other Party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting Party to carry out the intent and purposes of this Agreement, provided that the requesting Party shall bear the cost and expense of such further instruments or documents (except that each Party shall bear its own attorneys' fees).

c. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either Party. Each Party acknowledges that they have had the opportunity to have their legal counsel review this Agreement.

d. Captions, Headings and Exhibits. The captions, headings and index of this Agreement are for convenience only and have no force and effect in the interpretation or

construction of this Agreement. All exhibits attached hereto are by this reference incorporated herein as though fully set forth in this Agreement.

e. Severability. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null or void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the Parties to the extent-possible to carry out the intentions and directives set forth in this Agreement.

f. Assignment. Neither Party shall have the right to assign its rights or delegate any of its obligations or duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

g. Successors and Assigns. Except as restricted herein, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

h. Waiver. The waiver of any breach of any provision hereunder by any Party to this Agreement shall not be deemed to be a waiver or any preceding or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

i. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue for all purposes shall be proper only in the County of San Joaquin, State of California.

j. Notices. All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) to the Party to whom the notice is directed at the address of such Party as follows:

To Ripon: Chief of Police  
City of Ripon  
259 North Wilma Avenue  
Ripon, California 95366

With copy to: City Administrator  
City of Ripon  
259 North Wilma Avenue  
Ripon, California 95366

With copy to: City Attorney  
Thomas H. Terpstra  
Terpstra Henderson Hatfield, A Professional Corporation  
578 North Wilma Avenue, Suite A  
Ripon, California 95366

To Lathrop: Chief of Police  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

With copy to: City Manager  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

With copy to: City Attorney  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

With copy to: City Clerk  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date. Either Party may change its address by giving the other Party written notice of its new address as herein provided.

k. Attorneys' Fees. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees incurred in bringing such action and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of the action and shall be paid whether or not such action is prosecuted to judgment. The attorneys' fees to be awarded the prevailing Party may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall not be computed in accordance with any court schedule but shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the Parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

l. Authorization. All officers and individuals executing this and other documents on behalf of the respective Parties do hereby certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each



signatory shall also indemnify the other Parties to this Agreement and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

m. No Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights at remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right or subrogation or action over or against any Party to this Agreement.

n. Remedies. Each Party hereto acknowledges that a remedy at law for any breach or attempted breach of this Agreement may be inadequate, agrees that in addition to any remedy provided at law, each Party hereto shall be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach, and further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

o. Entire Agreement and Amendment. The Parties understand and agree that Ripon has, since 1995, provided dispatch services to the City of Escalon, and that Ripon is in the process of amending and extending the Ripon/Escalon dispatch agreement. It is Ripon's intent to complete this process within 90 days after the Effective Date of this Agreement. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement at Ripon, California on the date first above written.

[Signatures on the next page]

“Ripon”

CITY OF RIPON,  
a municipal corporation

By: \_\_\_\_\_  
DANIEL DE GRAAF, Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
LISA ROOS  
City Clerk

By: \_\_\_\_\_  
THOMAS H. TERPSTRA  
City Attorney

“Lathrop”

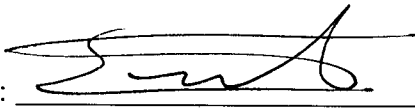
CITY OF LATHROP,  
a municipal corporation

By: \_\_\_\_\_  
SONNY DHALIWAL, Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
TERESA VARGAS  
City Clerk

By:  \_\_\_\_\_  
SALVADOR NAVARRETE  
City Attorney

## **EXHIBIT "A"**

### **Police Dispatch Services**

#### **Dispatching functions:**

1. Receive complaints and requests for assistance and information from citizens by telephone, including 911 calls.
2. Maintain two-way radio communications with units on routine or emergency situations and general activities.
3. Maintain and type various logs.
4. Maintain computerized records of incidents.
5. Enter all CLETS entries for staff, including but not limited to: Missing Persons, Stored Vehicles, Stolen Vehicles, Firearm Entries, etc.

**EXHIBIT “B”**

**Central San Joaquin Valley Risk Management Authority Resolution Number 18-91**

**(To be provided at time of signing)**

**EXHIBIT “C”**

**Central San Joaquin Valley Risk Management Agency Memorandum of Coverage**

**(To be provided at time of signing)**

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