

**ITEM:** **APPROVE INTERAGENCY AGREEMENT BETWEEN THE CITY OF LATHROP AND MANTECA UNIFIED SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES**

**RECOMMENDATION:** **Adopt Resolution Approving an Interagency Agreement between the City of Lathrop and Manteca Unified School District to Provide School Resource Officer Services, with Terms and Conditions Ending June 2026**

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**SUMMARY:**

The Lathrop City Council approved four (4) School Resource Officers (SRO) as part of the Lathrop Police Department. The Police Department currently assigns two (2) SRO's to the Manteca Unified School District school campuses in the City of Lathrop on a rotational basis. Having an SRO on campus enhances student and staff safety and fosters positive relationships between law enforcement and the school community. The proposed Interagency Agreement outlines the responsibilities of each party involved including indemnification to address potential liability associated with providing the SRO services.

Staff recommends that the City Council approve the Interagency Agreement between the City of Lathrop and Manteca Unified School District to provide School Resource Officer Services, with the terms and conditions of the Interagency Agreement to apply for the next three (3) school years ending in June of 2026.

**BACKGROUND:**

The City Council recognizes the importance of school safety, and approved four (4) SRO's as part of the Police Department. The SROs are assigned to Lathrop school sites within the Manteca Unified School District and River Islands Academies. The SRO's primary focus is to provide law enforcement presence at the school campuses, promote positive relationships between law enforcement and students, and foster a partnership with the school's administration to create a safer learning environment.

The Police Department currently assigns two (2) SRO's to the Manteca Unified School District school campuses in the City of Lathrop on a rotational basis. The City of Lathrop and Manteca Unified School District are aligned with their shared commitment to prioritize the safety and welfare of the students, and the school community. The proposed Interagency Agreement outlines the responsibilities of each party and establishes mutual indemnification to address potential liability associated with providing SRO services.

**CITY MANAGER'S REPORT** **PAGE 2**  
**DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE INTERAGENCY AGREEMENT BETWEEN THE CITY OF LATHROP AND**  
**MANTECA UNIFIED SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE**  
**OFFICER SERVICES**

**REASON FOR RECOMMENDATION:**

The Police Department currently assigns two (2) School Resource Officers to Manteca Unified School District school campuses. The proposed Interagency Agreement formalizes the negotiated terms and responsibilities of each party, and establishes mutual indemnification to address potential liability associated with providing the SRO services.

**FISCAL IMPACT:**

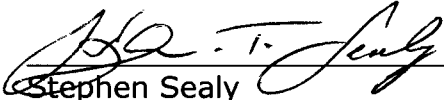
The personnel costs of the School Resource Officers assigned to Manteca Unified School District are currently budgeted in the adopted Police Department Fiscal Year budgets for 2023-2024 and 2024-2025.

**ATTACHMENTS:**


- A. Resolution Approving Interagency Agreement between the City of Lathrop and Manteca Unified School District to Provide School Resource Officer Services
- B. Interagency Agreement between the City of Lathrop and Manteca Unified School District

**CITY MANAGER'S REPORT**  
**DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
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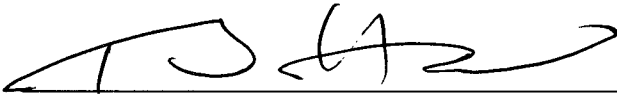
**APPROVALS**

  
\_\_\_\_\_  
Stephen Sealy  
Interim Chief of Police

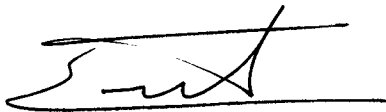
12/7/2023  
Date

  
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Cari James  
Finance Director

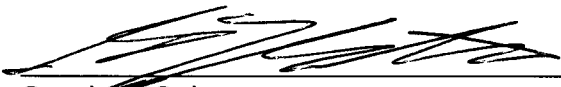
12/7/2023  
Date

  
\_\_\_\_\_  
Thomas Hedegard  
Deputy City Manager

12/7/2023  
Date

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

12-7-2023  
Date

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

12.7.23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF LATHROP AND MANTECA UNIFIED SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES, WITH TERMS AND CONDITIONS ENDING JUNE 2026**

**WHEREAS**, the City Council approved four (4) School Resource Officers (SRO) as part of the Lathrop Police Department; and

**WHEREAS**, the Police Department currently assigns two (2) SROs to Manteca Unified School District school campuses in the City of Lathrop on a rotational basis; and

**WHEREAS**, the SRO's primary focus is to provide law enforcement presence at the school campuses, promote positive relationships between law enforcement and students, and foster a partnership with the school's administration to create a safer learning environment; and

**WHEREAS**, the City of Lathrop and Manteca Unified School District are aligned with their shared commitment to prioritize the safety and welfare of the students and the school community; and

**WHEREAS**, the proposed Interagency Agreement outlines the responsibilities of each party and establishes mutual indemnification to address potential liability associated with providing the SRO services; and

**WHEREAS**, the personnel costs of the School Resource Officers assigned to Manteca Unified School District are currently budgeted in the adopted Police Department Fiscal Year budgets for 2023-2024 and 2024-2025.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approves the proposed Interagency Agreement between the City of Lathrop and Manteca Unified School District to provide School Resource Officer Services, with terms and conditions ending June 2026.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of December 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Sonny Dhaliwal, Mayor

**ATTEST:**

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Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



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Salvador Navarrete, City Attorney

## INTERAGENCY AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Agreement, dated for convenience this \_\_\_\_\_ day of December 2023, is by and between MANTECA UNIFIED SCHOOL DISTRICT (“District”) and the CITY OF LATHROP, a California Municipal Corporation (“City”). The City and District may be referred to herein as “Party” or collectively “Parties”.

### RECITALS

**WHEREAS**, the City will assign two (2) Lathrop Police Department Officers as School Resource Officers (SRO) to its District public school campuses on a rotational basis; and

**WHEREAS**, the terms and conditions of the Agreement are intended to apply for the next three (3) school years ending in June of 2026.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District hereby agree as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement are given the following meanings:
  - a. “City” means the City of Lathrop, a California municipal corporation and public body, its employees, agents and its invitees pursuant to applicable law.
  - b. “District” means the Manteca Unified School District, its Board of Trustees, employees (both full and part time), students and its invitees pursuant to applicable law.
  - c. “Effective Date” means this Agreement shall be effective upon the date of full execution hereof by the Parties.
  - d. “Agreement” means this Agreement, including the Recitals and the Exhibits.
  - e. “SRO” means a School Resource Officer employed by the City and subject to the City’s administration, supervision and control.

2. **Responsibilities of School Resource Officers.**

- a. **Provision of SROs.** At no cost to the District, the City shall provide School Resources Officers (“SROs”) at the District’s schools for the days and hours described below.

- b. **SRO Purpose.** The City recognizes the primary role and assignment for the SROs is to provide services to the District within Lathrop City limits as outlined in this Agreement. The City’s Police Department will endeavor to ensure those officers assigned as SROs will not be routinely used to provide other law enforcement services not directly linked to the SRO program. However, both the Parties recognize and acknowledge the primary function of each officer assigned as an SRO is that of a Police Officer. As each SRO generally wears a police uniform and drives a marked police vehicle, they may often be flagged down and/or expected to take law enforcement action by the public. The City also recognizes in many instances when an SRO may not be available to respond to a request for a call for service from the District, a Police Officer normally assigned to patrol or not routinely assigned to function as an SRO may respond. In the event both District-assigned SROs are unavailable or out of the office, the remaining SRO Team will be available to respond to any calls for service made during the course of their normal workday. The Police Department agrees to continue to ensure calls for service for the District will be handled by an officer not assigned as an SRO to maintain the peace, ensure the protection of life and/or property, or when delaying the call for service for an SRO would otherwise be unacceptable or impractical based on the circumstances. Assigned SROs may

be pulled from their primary role to assist in emergency situations within the City. In such situations, SROs will not be replaced until emergency has abated.

c. Control of SROs. The SROs shall be employees of the City and shall be subject to the administration, supervision, and control of the City. The SROs shall be subject to all personnel policies and practices of the Police Department, except as such policies or practices may be modified by the terms and conditions of this Agreement. The City's Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. If a District principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that, at the Chief of Police's discretion, assign a different officer as the SRO for that school.

d. Deployment. The SROs will rotate as assigned at Lathrop High School, Mossdale, Lathrop, and Joseph Widmer Jr. Elementary Schools.

e. Duty Hours. Whenever reasonably possible, it is the intent of the Parties that the SROs' duty hours shall conform to the school day. The general operation of a school day consists of Monday through Friday, 7:30 a.m. to 4:00 p.m., may include school events, weekends, and evenings. It is understood and agreed that the time spent by the SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

f. Absence. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the City's Police Department and the principal of the school to which the SRO is assigned.

g. Duties. The SROs duties will include, but not limited to, the following:

(i) To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

(ii) To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

(iii) The SRO will share information with the administrator about person and conditions that pertain to campus safety concerns.

(iv) The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.

(v) The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.

(vi) The SROs will wear their department authorized duty weapons in accordance with department policy.

h. Chain of Command.

(i) As employees of the City's Police Department, SROs will be subject to the chain of command of the Police Department.

(ii) In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

i. Transporting Students & Student Information.

- (i) SROs shall not transport students in City's Police Department vehicles except:
  - (A) When the students are victims or witnesses of a crime, under arrest, truant or some other emergency circumstances exist; and
  - (B) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other student's school personnel.
  - (C) If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent which time is of the essence.
- (ii) If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

**3. Insurance.**

a. Liability Insurance. Each Party shall obtain and keep in place a policy or policies of general commercial liability insurance (or acceptable self-insurance) written on an occurrence basis, that provides coverage for damage to property and injury to any person (including death) that arises or occurs in connection with that Party's activities under this Agreement. This liability policy shall be deemed primary and provide coverage for any property damage, bodily injury, personal injury and/or death which occurs or is occasioned due in whole or in part to negligence by the Licensee in conjunction with the SROs duties as defined under this Agreement. Each Party's liability policy shall name the other Party as an additional insured and shall include a cross-liability endorsement and waiver of the insurer's rights of subrogation against the other Party. The policy limits shall be at least in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in annual aggregate.

b. General Insurance Requirements. Each policy shall be issued by an insured licensed to do business in the State of California and having an A.M. Best Company Rating of not less than an "A" and Financial Site Category of not less than "IX". Notwithstanding the foregoing, either Party may maintain the insurance coverage required under this Agreement through a joint-powers insurance cooperative in which the Party is a member.

c. Proof of Insurance. Within fifteen (15) days after the Effective Date, the Parties shall furnish to each other a certificate of insurance for each policy of insurance required under this section (each a "Certificate of Insurance") stating that the required insurance coverage is in full force and effect and naming the other Party as an additional insured. Within sixty (60) days of the Effective Date, each Party shall provide to the other Party copies of all policies of insurance and endorsements required under this section, which the receiving Party may review for compliance with this section. A Party that determines the other Party's insurance does not satisfy the requirements of this section shall provide written notice of the deficiency to the other Party, which shall have thirty (30) days to cure the deficiency. No failure by a Party to review, fully review, or adequately review any policy received from the other Party, or to provide any notice of deficiency regarding any such policy, shall be deemed or construed to constitute acceptance or a waiver of any failure by the other Party to comply with the requirements of this section.

d. Continuity of Coverage. Each Party, during the Term, must maintain in full



force and effect, without any lapse in coverage, all policies of insurance that the Party must maintain under this section, whether through the original or any renewal or replacement policies. The Party whose insurance policy is being cancelled, for any reason, shall also notify the other Party in writing within two business days after learning of such cancellation.

e. Waiver and Release of Claims. Upon receipt by a Party of insurance proceeds attributable to any claim or liability for which the other Party is responsible, the receiving Party shall be deemed to have waived and released the other Party from such claim or liability, but only to the extent that such claim or liability is satisfied or paid by the net amount remaining after deducting the receiving Party's reasonable costs of obtaining such proceeds, including, without limitation, any deductibles or reserves expended by the receiving Party.

f. Motor Vehicle Insurance. Each Party shall obtain and maintain under this section a policy or policies of liability insurance, written on an occurrence basis, providing coverage for all motor vehicles owned, leased, rented, or used by a Party in undertaking any activities under this Agreement ("Vehicle Policy"). Each Party's Vehicle Policy shall name the other Party as an additional insured and shall include a cross-liability endorsement and a standard waiver of the insurer's rights of subrogation against the other Party. Unless modified by the Insurance section of this Agreement, in no event shall a Party's Vehicle Policy provide coverage for damage to property and injury to any person (including death) in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate.

g. Workers' Compensation Insurance. Each Party shall obtain and maintain under this section a policy or policies of workers' compensation insurance in compliance with Section 3700 et seq. of the Labor Code and all other applicable requirements, including, without limitation, any laws as may be enacted or amended from time to time. Each Party's workers' compensation insurance policy shall include a standard waiver of the insurer's rights of subrogation against the other Party.

h. Minimum Requirements. The requirements for insurance coverage in this section are to be deemed and construed as the minimum requirements for the insurance to be maintained by a Party. Notwithstanding anything to the contrary, each Party may maintain such additional insurance coverage as such Party determines in its reasonable business judgment is required to adequately protect the interests of the Parties in connection with this Agreement.

#### **4. Indemnification and Liability.**

a. Indemnity. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder. In the event of concurrent negligence on the part of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and

actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

#### INTEGRATION OF PRIOR TERMS AND CONDITIONS

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The indemnity sections shall survive termination or expiration of this Agreement.

b. Joint Defense. The Parties may agree in writing to a joint defense of any claim, action, or proceeding arising out of the joint acts or omissions of the Parties. Any such agreement may provide that the Parties may appoint agreed-upon legal counsel to defend such claim, action or proceeding. The Parties may equally bear the cost of any such joint defense and any amount paid by the Parties in settlement of, or as a result of a court judgment, arbitration or mediation of, the claim, action or proceeding. The Parties may equally share in any amount awarded to or received by the Parties in settlement of or as a result of a court judgment, arbitration or mediation of, the claim, action or proceeding. Neither Party may bind the other Party to any settlement of a claim, action, or proceeding without the express written consent of the other Party.

c. Comparative Fault. In the event any settlement, court judgment, or arbitration, or mediation award allocates or determines the comparative fault of the Parties, either Party shall be entitled to reimbursement from the other Party, with respect to defense costs, settlement payments, judgments and awards, consistent with such comparative fault to the extent such settlement, judgment, award, payment or costs are not paid or reimbursed through insurance coverage that a Party is required to maintain pursuant to this Agreement.

d. Insurance Not a Limitation on Liability. A Party's liability or responsibility under this Agreement shall not be limited by insurance coverage maintained by either Party.

e. Survival of Terms. With respect to any acts, omissions, and/or incidents occurring prior to termination of this Agreement, the requirement that a Party indemnify, defend, and/or hold the other Party harmless, or pay any amounts owing under this Agreement, shall survive.

f. No Affirmative Duty of Care/Waiver of Immunity. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Parties agree that this Agreement does

not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

5. **Miscellaneous.**

a. **No Assignment Without Consent.** Neither Party may assign any rights, duties, obligations, or privileges under this Agreement without the express written consent of both Parties.

b. **Waiver of Rights and Obligations.** No waiver of any right or obligation under this Agreement is effective unless executed in writing by the Party relinquishing the right or excusing the obligation. Any such waiver shall be limited to the specific right or obligation set out in the written waiver and shall not be a waiver of any other right or obligation under this Agreement.

c. **Non-Discrimination.** No Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical and mental disability.

d. **Entire Agreement.** All Exhibits attached hereto are incorporated in this Agreement by this reference. The written expression of this Agreement, including the recitals and the Exhibits, contains the entire understanding of the Parties with respect to this Agreement. No other statements, promises, or understandings of any kind not contained in this Agreement were made to or by either Party.

e. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any of its provisions.

f. **California Law.** This Agreement shall be governed by and the rights, duties, and obligations of the Parties and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

g. **Waiver.** Failure by a Party to enforce any term, condition, restriction, or provision of this Agreement, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any future breach of the same or any other term, condition, restriction or provision.

h. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

i. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

j. **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties.

k. **Severability.** If any provision of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions shall not be affected, provided that the economic and legal substance of the transactions contemplated herein are not affected in

any manner materially adverse to any Party. In the event of any such determination, holding, or finding, the Parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the Parties hereby, to the same extent, waive any provisions of law that render any provision of this Agreement prohibited or unenforceable in any respect.

l. Modification. All modifications or amendments to this Agreement must be in writing and signed by the Parties.

m. Representation of Authority. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. Each Party warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this Agreement on behalf of each of the Parties has been fully and faithfully taken so as to authorize and bind each of the respective Parties to this Agreement.

(i) An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

n. No Third Party Beneficiaries. The only parties to this Agreement are the City and District. This Agreement does not involve any third party beneficiaries, and it is not intended and will not be construed to benefit or be enforceable by any other person or entity.

o. No Joint Venture. Neither Party is authorized to assume or create any obligation on behalf of, in the name of, or binding upon the other Party, nor shall this Agreement in any way create, give rise to, or be deemed a joint venture or partnership between the Parties.

p. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, or association.

q. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

r. Time Is of the Essence. Time is of the essence with respect to the Parties' obligations herein.

s. Further Actions. Each Party hereto shall execute, acknowledge, and deliver such additional documents, and take such further action(s), as may be reasonably required from time to time to carry out each of the provisions, and the intent, of this Agreement.

t. Force Majeure. In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be in default, and all performance or other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party such as but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; limitation of supplies; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; or any other causes beyond the control of or without the fault of the Party claiming an extension of time to perform. Not with standing anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the forced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause.

IN WITNESS OF THE FOREGOING, the undersigned execute this Agreement on behalf of the Parties.

**6. Authority.**

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This Agreement is subject to the approval by each Party's legislative body.

**CITY OF LATHROP**

By: \_\_\_\_\_  
Stephen J. Salvatore  
City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Salvador Navarrete  
City Attorney

**MANTECA UNIFIED SCHOOL DISTRICT**

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

**APPROVED AS TO FORM:**

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

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