

AGREEMENT FOR FIRE AND EMS DISPATCH SERVICES BY AND BETWEEN The CITY OF MANTECA AND THE CITY OF STOCKTON

This Agreement (“Agreement”) is entered into as of July 1st, 2026 (the “Effective Date”), by and between the City of Manteca, a California municipal corporation and general law city (“AGENCY”), and the City of Stockton, a California municipal corporation and charter city (“STOCKTON”). AGENCY and STOCKTON may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, STOCKTON owns and operates the Stockton Regional Fire and Emergency Medical Dispatch Center (“Dispatch Center”), which provides fire, emergency medical, and emergency ambulance dispatch services (collectively, the “Services”); and

WHEREAS, the County of San Joaquin (“County”) awarded emergency ambulance dispatch responsibilities to CENCAL Fire and EMS Authority (“CENCAL”), which has subcontracted the performance of such services to STOCKTON, and STOCKTON is authorized to provide such services within the County; and

WHEREAS, AGENCY desires to contract with STOCKTON for the provision of the Services, whether in whole or in part, subject to the terms and conditions set forth herein.

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

1. Scope of Services

1.1 Operational Responsibilities of STOCKTON

- 1.1.1 **Operation of Dispatch Center.** STOCKTON shall operate the Dispatch Center on a continuous twenty-four (24) hour per day, seven (7) day per week basis and shall provide fire and emergency medical call receipt, interrogation, prioritization, and dispatch services to AGENCY in accordance with this Agreement.
- 1.1.2 **Personnel, Systems, and Equipment.** STOCKTON shall maintain sufficient personnel, supervision, systems, facilities, and equipment necessary to perform dispatch services and fulfill the duties and responsibilities set forth in this Agreement.
- 1.1.3 **Call Transfer.** STOCKTON shall transfer 9-1-1 calls to other public safety answering points or emergency response agencies as appropriate and consistent with established jurisdictional protocols.
- 1.1.4 **Emergency Line Reception.** STOCKTON shall receive emergency calls from 9-1-1 trunks, ten-digit emergency numbers, ring-down circuits, and other emergency reporting lines provided and funded by AGENCY.
- 1.1.5 **Medical Priority Dispatch System.** STOCKTON shall utilize the Medical Priority Dispatch System (MPDS), or a successor IAED-approved protocol system, to perform structured call interrogation, determinant coding, call

prioritization, and pre-arrival medical instructions in accordance with San Joaquin County EMS Agency requirements and applicable law.

- 1.1.6 **CAD Incident Entry and Dispatch Processing.** STOCKTON shall enter and manage incident information within the Computer-Aided Dispatch (“CAD”) system, including verified incident location, reporting party information, call source, MPDS determinant information, incident type codes, and relevant narrative information necessary for dispatch operations.
- 1.1.7 **Event Time Stamping and Status Tracking.** STOCKTON shall electronically timestamp critical incident events including call receipt, CAD entry, dispatch, and unit status changes transmitted via radio or Mobile Data Terminals (MDTs).
- 1.1.8 **Dispatch Notification and Alerting.** STOCKTON shall review CAD-recommended response assignments and notify responding units and stations through available alerting and communications systems, including radio broadcast, tone activation, station alerting systems, Internet Protocol (IP) systems, and MDT messaging.
- 1.1.9 **Radio Communications and Incident Support.** STOCKTON shall manage routine and emergency radio communications, track and record apparatus status and availability, and provide ongoing communications support for incidents as required.
- 1.1.10 **CAD Administration and System Management.** STOCKTON shall administer, maintain, and support the CAD system utilized for dispatch operations under this Agreement. Such responsibilities shall include system configuration, database administration, user account management, data integrity oversight, and routine system maintenance.
- 1.1.11 **Incident Records and Reporting.** STOCKTON shall maintain incident records, call data, timestamps, unit status history, and associated dispatch documentation within CAD in accordance with applicable records retention laws and policies. STOCKTON shall provide AGENCY with standard operational, statistical, and activity reports derived from CAD and associated systems upon reasonable request.
- 1.1.12 **Access to Information.** STOCKTON shall provide AGENCY reasonable access to CAD incident information and related operational data upon request, subject to applicable records retention laws and confidentiality requirements.
- 1.1.13 **Staff Notifications.** STOCKTON shall provide notification to designated AGENCY personnel regarding significant incidents, alarms, or operational notifications through approved wireless device protocols or other established notification systems.
- 1.1.14 **Interagency Coordination.** STOCKTON shall coordinate communications with other responding agencies, public safety answering points, and supporting departments as required to facilitate effective emergency response.

- 1.1.15 **Audio Recording and Retention.** STOCKTON shall record and retain radio and telephone communications for a minimum period of one hundred eighty (180) days, or longer if required by law or litigation hold.
- 1.1.16 **Performance Standards and Quality Improvement.** STOCKTON shall maintain call processing performance standards and implement quality improvement measures designed to support efficient and accurate dispatch operations. STOCKTON's current EMS performance standards are aligned with those established by the San Joaquin County Emergency Medical Services Agency (SJCEMSA) for EMS dispatch services. STOCKTON will make its best effort to dispatch appropriate fire resources within sixty (60) seconds of verification of a dispatchable incident location in ninety percent (90%) of incidents determined through established dispatch protocols to require an emergency response. Performance measurements may exclude incidents affected by factors outside the reasonable control of the Dispatch Center.
- 1.1.17
- 1.1.18 **Management and Supervision.** STOCKTON shall provide management oversight and supervision of Dispatch Center personnel to ensure effective delivery of dispatch services.
- 1.1.19 **Dispatch Users Group.** STOCKTON shall establish and periodically convene a Dispatch Users Group consisting of Fire Chiefs or their designated representatives from participating agencies. The Users Group may provide operational feedback and policy recommendations for consideration by STOCKTON.
- 1.1.20 **Technical Issue Resolution.** STOCKTON shall investigate technical issues affecting Dispatch Center systems or performance and shall take reasonable steps to correct such issues or notify affected agencies as appropriate.

1.2 Responsibilities of AGENCY. Unless otherwise agreed in writing, AGENCY shall procure, implement, operate, and maintain all field-based equipment, connectivity, data, and operational interfaces necessary to ensure proper integration with STOCKTON's Dispatch Center systems. Such responsibilities shall include, but not be limited to, the following:

- 1.2.1 **Fire Station Alerting Systems.** AGENCY shall provide and maintain fire station alerting hardware and associated infrastructure capable of receiving and processing dispatch notifications, tone activations, voice broadcasts, and data transmissions originating from the Dispatch Center.
- 1.2.2 **Communications Infrastructure.** AGENCY shall provide reliable voice and data communications equipment for all apparatus and personnel operating within its jurisdiction, including mobile and portable radios, mobile data terminals (MDTs), tablets, and associated antennas, power systems, and peripherals compatible with Dispatch Center radio and CAD systems.
- 1.2.3 **Network Connectivity.** AGENCY shall establish and maintain all telecommunications circuits, network connectivity, and related infrastructure

required to ensure reliable communications between the Dispatch Center and AGENCY facilities. AGENCY shall be responsible for all installation, configuration, and recurring service charges associated with such connectivity.

- 1.2.4 **Mobile Data and Unit Status Systems.** AGENCY shall provide equipment and operational systems necessary to support electronic unit status management, incident information exchange, and mobile dispatch functionality, including MDT hardware, tablets, or other approved mobile computing devices.
- 1.2.5 **CAD and Operational Data Interfaces.** AGENCY shall provide and maintain all system interfaces necessary for interoperability with Dispatch Center systems, including integration with Records Management Systems (RMS), electronic Patient Care Reporting (ePCR) systems, and other operational databases where applicable.
- 1.2.6 **Geographic Information System (GIS) Data.** AGENCY shall provide and maintain accurate and current geographic and mapping data necessary for CAD operations, including street centerline data, jurisdictional boundaries, landmarks, target hazards, freeway and highway information, and other relevant geographic reference data.
- 1.2.7 **System Documentation.** AGENCY shall provide and maintain current technical documentation and system diagrams describing AGENCY communications infrastructure and any interfaces with Dispatch Center systems.
- 1.2.8 **Technical Coordination.** AGENCY shall designate appropriate radio, alerting, information technology, and communications system personnel responsible for technical coordination with Dispatch Center staff.
- 1.2.9 **Operational Resource Information.** AGENCY shall provide and maintain accurate information regarding apparatus, unit identifiers, radio designations, cross-staffed units, specialty resources, and other deployable assets necessary for CAD configuration and dispatch operations.

1.3 Equipment Responsibilities

- 1.3.1 **Line of Demarcation.** For purposes of this Agreement, the “Line of Demarcation” shall mean the functional and physical boundary between STOCKTON’s Dispatch Center-based systems and AGENCY’s field-based or facility-based systems. Equipment, systems, infrastructure, and components forming part of STOCKTON’s core dispatch operations, including dispatch consoles, CAD systems, logging recorders, radio control systems, and central network infrastructure, including the radio/dispatch center core located at 22 E. Weber Ave., Stockton CA, 95202, shall be deemed upstream of the Line of Demarcation and shall be owned, maintained, repaired, replaced, and supported by STOCKTON. STOCKTON will work with AGENCY to ensure an adequate path of connection to the Dispatch Center and dispatch consoles; however, AGENCY shall bear sole responsibility for all costs associated with establishing, operating, maintaining, repairing, replacing, and supporting such connection. Equipment, systems, infrastructure, and components located at AGENCY facilities or within AGENCY

apparatus, including station alerting hardware, mobile and portable radios, mobile data terminals (MDTs), in-station connectivity, alerting interfaces, and related peripherals, shall be deemed downstream of the Line of Demarcation and shall be owned, maintained, repaired, replaced, and supported by AGENCY, unless expressly provided otherwise herein. AGENCY acknowledges that the Dispatch Center core is owned and controlled exclusively by STOCKTON. Nothing in this Agreement shall be construed to grant AGENCY any ownership, interest in, right to use, access, connect to, rely upon, or otherwise utilize the Dispatch Center core or associated infrastructure except to the extent expressly authorized in writing by STOCKTON.

- 1.3.2 **General Equipment Obligation.** AGENCY shall purchase, install, configure, test, integrate, maintain, repair, and replace all equipment necessary to fulfill its obligations under this Agreement that is downstream of the Line of Demarcation. Unless expressly provided otherwise, AGENCY shall bear all costs relating to procurement, installation, testing, configuration, shipping, insurance, taxes, antennas, coaxial cabling, light and audio relays, public address systems, speakers, power supplies, connectivity charges, recurring service fees, and any other related components necessary for proper system operation.
- 1.3.3 **Fire Station Alerting Systems.** STOCKTON shall provide AGENCY with a list of fire station alerting systems currently supported by the Emergency Communications Division. If AGENCY selects a supported system, STOCKTON shall integrate the system at the Line of Demarcation. AGENCY shall bear all costs associated with equipment and infrastructure downstream of the Line of Demarcation. Maintenance costs for systems and infrastructure upstream of the Line of Demarcation shall be included within the contract cost as provided in Exhibit A. If AGENCY elects to procure or maintain an alerting system not supported by STOCKTON, AGENCY shall bear all costs associated with procurement, integration, implementation, maintenance, repair, replacement, and ongoing support on both sides of the Line of Demarcation.
- 1.3.4 **Future Technology Enhancements.** STOCKTON may, from time to time, implement upgrades or new technologies reasonably necessary to maintain regulatory compliance, cybersecurity standards, interoperability, or operational efficiency. To the extent such implementation requires equipment acquisition, modification, or maintenance costs that are the responsibility of AGENCY under this Section, STOCKTON shall provide no less than ninety (90) days' written notice. Cost responsibility shall be governed by this Section and Exhibit A.
- 1.3.5 **Tablet Command.** AGENCY shall procure, maintain, and fund all licenses, subscriptions, hardware, connectivity, and related costs necessary to implement and operate the Tablet Command platform (or successor platform designated by STOCKTON) for real-time unit status management, resource deployment, incident tracking, and operational coordination. The Parties acknowledge that Tablet Command is an operationally critical component of the dispatch and field response ecosystem and is required to ensure accurate unit availability, response assignment, accountability, and situational awareness. Accordingly:

- AGENCY shall ensure all frontline apparatus and command staff utilize Tablet Command in accordance with Dispatch Center operational protocols;
- AGENCY shall bear all costs associated with subscription fees, licensing, maintenance, upgrades, connectivity, and user devices required for Tablet Command functionality; and
- Failure to maintain operational Tablet Command capability may materially impair dispatch efficiency and response coordination and shall constitute a breach of AGENCY's operational obligations under this Agreement.

2. Compensation

2.1 Compensation. AGENCY shall compensate STOCKTON for all services provided under this Agreement in accordance with Exhibit A to this Agreement.

3. Regional Participation Requirement

3.1 Uniform Execution Requirement. The proportional allocation methodology set forth in Exhibit A is expressly conditioned upon execution of dispatch services agreements for Fiscal Year 2026–2027 by all agencies identified as Core Agencies in Exhibit A. Each such agreement must incorporate and apply the same proportional allocation methodology, abnormal volume adjustment provisions, and fixed annual obligation provisions set forth in Exhibit A without material deviation.

3.2 Continuing Requirement. The condition set forth in Section 3.1 shall apply not only upon initial execution, but shall continue for the duration of this Agreement. In the event any dispatch services agreement with a Core Agency is amended, modified, or replaced in a manner that materially alters or deviates from the allocation methodology set forth in Exhibit A such deviation shall constitute a failure of the condition precedent.

3.3 Failure of Condition. If the condition described in this Section is not satisfied or ceases to be satisfied, the proportional allocation set forth in Exhibit A shall no longer apply, and the Parties shall convene and negotiate in good faith a replacement compensation structure.

4. Invoices. STOCKTON shall invoice AGENCY on a quarterly basis. For purposes of this Agreement, “quarter” shall mean each three-month period of the fiscal year beginning July 1 and ending June 30.

5. Payment Terms. Payment shall be due within thirty (30) days of receipt of invoice. AGENCY may request an extension to remit payment; however, such extension shall be granted solely at the discretion of STOCKTON.

6. Disputed Amounts. If AGENCY disputes any portion of an invoice, it shall notify STOCKTON in writing within fifteen (15) days of receipt, identifying the specific disputed amount and the basis for the dispute. AGENCY shall pay all undisputed amounts in accordance with the payment terms set forth in this Agreement.

7. Late Payments. Any undisputed amount not paid within thirty (30) days of AGENCY's receipt of invoice, and for which no extension has been granted by STOCKTON pursuant to Section 5, shall accrue interest at the rate permitted under California law for public agency obligations,

calculated from the date payment was due until paid. Accrual of interest shall not be deemed a waiver of any other rights or remedies available to STOCKTON under this Agreement.

8. System Modifications

8.1 General. STOCKTON may determine, in its reasonable professional judgment, that modifications, upgrades, replacements, or improvements to dispatch systems, infrastructure, hardware, software, or operational interfaces (“System Modifications”) are necessary to maintain, secure, support, or enhance dispatch operations under this Agreement. System Modifications affecting systems or infrastructure upstream of the Line of Demarcation shall be implemented at STOCKTON’s discretion. System Modifications that require changes to equipment, infrastructure, or systems downstream of the Line of Demarcation may require implementation by AGENCY to maintain compatibility with Dispatch Center systems. Unless otherwise expressly provided in this Agreement, costs associated with System Modifications that are incorporated into the Dispatch Center’s operational systems shall be included in the Dispatch Cost for the subsequent fiscal year and allocated in accordance with the proportional allocation methodology set forth in Exhibit A.

8.2 Emergency Action. If immediate System Modifications are reasonably necessary to preserve the continuity, security, or integrity of dispatch operations or to protect public safety, STOCKTON may implement such modifications without prior approval from AGENCY. STOCKTON shall provide written notice to AGENCY as soon as reasonably practicable following such action, including documentation of the nature of the modification and associated costs. Costs subject to reimbursement shall be allocated in accordance with Exhibit A and reflected on the next regularly occurring invoice following completion of the work.

9. Term and Termination

9.1 Term. This Agreement shall become effective on July 1, 2026 (the “Effective Date”). The Agreement shall remain in full force and effect for a period of five (5) years, unless earlier terminated in accordance with this Section. The Parties may extend the term of this Agreement by written amendment executed by both Parties.

9.2 Termination for Cause. Either Party may terminate this Agreement in the event of a material breach by the other Party. The non-breaching Party shall provide written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days from receipt of such notice to cure the breach, or such longer period as the non-breaching Party may authorize in writing if the breach is reasonably capable of cure. If the breach is not cured within the applicable period, this Agreement may be terminated upon written notice.

9.3 Termination for Convenience. Either Party may terminate without cause upon not less than twelve (12) months’ prior written notice. In the event AGENCY terminates without cause, AGENCY shall reimburse STOCKTON for documented personnel separation costs, contractual obligations, and unrecovered capital investments reasonably incurred in reliance upon this Agreement.

- 9.4 Effect of Termination.** Upon expiration or earlier termination of this Agreement STOCKTON shall provide AGENCY with all records, data, and information in STOCKTON's possession that are necessary for continuity of ambulance dispatch operations. To the extent AGENCY requires STOCKTON's active assistance in transitioning dispatch services to a successor provider beyond the provision of such records, data, and information, STOCKTON shall make such assistance reasonably available, provided that AGENCY shall compensate STOCKTON for the reasonable and documented costs of such transition services. AGENCY shall compensate STOCKTON for all services rendered through the effective date of termination, including any approved transition services.
- 10. Confidentiality and Privacy.** STOCKTON shall maintain the confidentiality of all records, recordings, data, and information obtained in the course of dispatch services. STOCKTON shall comply with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA) and California medical privacy statutes. STOCKTON shall not disclose any such information except as necessary to perform its obligations under this Agreement or as otherwise required by law.
- 11. Insurance.** Each Party represents that it maintains, and shall maintain throughout the term of this Agreement, insurance coverage sufficient to support its obligations under this Agreement.
- 12. Indemnification.** To the fullest extent permitted by law, AGENCY shall hold harmless, defend and indemnify STOCKTON and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with AGENCY's performance hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of STOCKTON. These obligations shall survive the completion or termination of this Agreement.
- 13. Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as reasonably practicable.
- 14. No Personal Liability.** No official, officer, employee, agent, or representative of either Party shall be personally liable to the other Party for any obligation arising out of this Agreement.
- 15. Independent Contractor.** In performing the obligations set forth in this Agreement, STOCKTON shall have the status of an independent contractor, and STOCKTON shall not be considered to be an employee of the AGENCY for any purpose. All persons working for or under the direction of STOCKTON are its agents and employees and are not agents or employees of AGENCY.
- 16. Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or,

ATTACHMENT 1

where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

- 17. Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- 18. Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 19. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, understandings, or agreements.
- 20. Amendments.** No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.
- 21. Notices.** All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by recognized courier to the addresses below:

AGENCY: City of Manteca
 Attn: City Manager
 1001 W. Center Street
 Manteca, CA 95337

STOCKTON: City of Stockton
 Attn: City Manager
 425 N. El Dorado Street
 Stockton, CA 95202

- 22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.
- 23. Assignment.** Neither Party shall assign, delegate, transfer, or subcontract its obligations under this Agreement without the prior written consent of the other Party.
- 24. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 25. Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

CITY OF STOCKTON

CITY OF MANTECA

By: _____
Johnny Ford, City Manager

By: _____
Toni Lundgren, City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Katherine Roland, CMC, CPMC
City Clerk

By: _____
Cassandra Tilton City Clerk

Approved as to Form:

Approved as to Form:

Marci Arredondo, City Attorney

Andy Pinasco, Interim City Attorney

EXHIBIT A

COMPENSATION FOR DISPATCH SERVICES

1. Definitions and Volume Base

1.1 Billable Dispatch Incident. “Billable Dispatch Incident” means any incident created within STOCKTON’s computer-aided dispatch (CAD) system in which a AGENCY unit is assigned, dispatched, toned, or otherwise deployed in response to a request for service. Requests may originate from the 9-1-1 system, a public safety answering point (PSAP), a public safety agency, another dispatch center, mutual aid request, field unit request, interfacility request, administrative request, or any other authorized communication channel. A Billable Dispatch Incident shall be deemed to occur upon the assignment or dispatch of a AGENCY unit within the CAD system and shall be counted once per CAD incident number, regardless of the number of units assigned to that incident. Once assigned or dispatched, the incident shall remain billable and shall not be affected by any subsequent cancellation, modification, reassignment, disposition, field activity, or ultimate operational, clinical, or financial outcome associated with the incident.

1.2 Core Agencies. For purposes of allocating Dispatch Cost under this Exhibit, the following agencies shall be included (collectively, the “Core Agencies”):

- City of Stockton
- CENCAL Fire and EMS Authority
- City of Lodi
- South San Joaquin County Fire Authority
- City of Manteca
- Lathrop-Manteca Fire Protection District

2. Annual Cost Calculation. Prior to the beginning of each fiscal year (July 1 – June 30), STOCKTON shall calculate the projected annual cost of operating, maintaining, supporting,

and administering the Dispatch Center for the upcoming fiscal year (the "Dispatch Cost"). Dispatch Cost shall include all direct and indirect costs reasonably related to the Dispatch Center and the provision of dispatch services, including, but not limited to, personnel costs, supervisory and administrative costs, technology costs, facility and maintenance costs, internal service fund charges, citywide cost allocation plan charges, and any other costs reasonably related to the Dispatch Center and its functions.

- 3. Proportional Allocation Methodology.** For each fiscal year, AGENCY's proportional allocation percentage shall be determined by comparing AGENCY's Billable Dispatch Incident volume from the most recent completed calendar year to the total Billable Dispatch Incident volume of all Core Agencies for that same calendar year. AGENCY's annual compensation obligation shall equal such proportional allocation percentage multiplied by the Dispatch Cost for the applicable fiscal year.
- 4. Abnormal Volume Adjustment.**

 - 4.1 Trigger.** If the billable dispatch volume of any Core Agency for the most recent completed calendar year reflects a variance of more than ten percent (10%), whether an increase or decrease, compared to that agency's billable dispatch volume for the immediately preceding calendar year, the provisions of this Section shall apply for the upcoming fiscal year only.
 - 4.2 Adjusted Volume Calculation.** For purposes of calculating proportional allocation under this Exhibit for the upcoming fiscal year, the affected Core Agency's billable dispatch volume shall be calculated using the average of that agency's billable dispatch volume for the three (3) calendar years immediately preceding the most recent completed calendar year.
 - 4.3 Application.** The adjusted volume described in Section 4.2 shall be used solely for purposes of determining proportional allocation for the upcoming fiscal year and shall not otherwise modify historical dispatch data.
 - 4.4 Core Agency Consultation.** Upon application of this Section, STOCKTON shall provide written notice to the Core Agencies, and the Parties shall convene within sixty (60) days to review the circumstances surrounding the volume variance and the potential budgetary impacts.
 - 4.5 Reversion.** For the fiscal year immediately following application of this Section, proportional allocation shall be based on the most recent completed calendar year volume, regardless of variance, and the averaging methodology set forth herein shall not apply in consecutive fiscal years.
- 5. Fixed Annual Obligation.** AGENCY's proportional allocation of the Dispatch Cost, as determined pursuant to Section 3 of this Exhibit, shall constitute its fixed annual compensation obligation for the applicable fiscal year and shall not be subject to proration. There shall be no reconciliation, adjustment, or true-up based on actual dispatch volume or actual Dispatch Cost during the fiscal year. The full annual compensation obligation shall be due and payable for the fiscal year regardless of the date services commence or terminate.

5.1 Fiscal Year 2026–2027. AGENCY’s fixed annual compensation obligation is **\$578,616.81.**

6. Annual Notice. No later than March 1 of each year, STOCKTON shall provide AGENCY with written notice of AGENCY’S proportional allocation percentage and AGENCY’S fixed annual compensation obligation for the upcoming fiscal year. Upon written request, STOCKTON shall make available supporting dispatch volume data used in calculating such allocation.

6.1 Notwithstanding the foregoing, the Parties agree that execution of this Agreement shall constitute satisfaction of STOCKTON’s annual notice obligation for Fiscal Year 2026–2027.

7. Addition of Core Agency. In the event an agency not currently receiving dispatch services through the Dispatch Center seeks to enter into an agreement for such dispatch services, the Stockton Fire Chief shall provide written notice to all agencies then designated as Core Agencies. The Parties shall convene within thirty (30) days to review the operational and financial implications of such proposed addition, including whether such agency should be designated as a Core Agency for purposes of this Exhibit. Following completion of this process, the determination whether to designate such agency as a Core Agency shall rest within the sole discretion of the Stockton Fire Chief. The Stockton Fire Chief shall provide written notice of such determination to all agencies then designated as Core Agencies. Upon designation as a Core Agency, the list of Core Agencies set forth in Section 1.2 shall be deemed amended prospectively and without the necessity of a formal written amendment to this Agreement.

7.1 Adjustment of Proportional Allocation. In the event the Stockton Fire Chief designates an additional Core Agency, the proportional allocation methodology set forth in Section 3 shall be adjusted as follows:

7.1.1 Participation Beginning July 1. If designation as a Core Agency is effective on July 1 of a fiscal year, allocation for that fiscal year shall be determined as part of the regular annual cost calculation process.

7.1.2 Designation Effective After July 1. If designation as a Core Agency is effective after July 1 of a fiscal year, the proportional allocation methodology set forth in Section 3 of this Exhibit shall be recalculated effective as of the first day of the next occurring fiscal quarter (October 1, January 1, April 1, or July 1), regardless of the new Core Agency’s operational start date. Beginning with that fiscal quarter and for the remainder of the fiscal year, compensation obligations of all Core Agencies shall be adjusted to reflect the revised proportional allocation. No retroactive adjustment shall be made for any period prior to the effective date of such recalculation.

EXHIBIT B

EMERGENCY AMBULANCE DISPATCH SERVICES

- 1. Applicability.** This Exhibit governs the provision of emergency ambulance dispatch services by STOCKTON and shall apply to AGENCY solely with respect to those emergency ambulance dispatch services for which AGENCY owns, operates, or is otherwise financially responsible. In the event AGENCY receives multiple categories of dispatch services under this Agreement, including fire or non-transport emergency medical dispatch services, this Exhibit shall apply only to the emergency ambulance dispatch services component and shall have no application to any other services provided to AGENCY under this Agreement.
- 2. County Agreement.** The Parties acknowledge that CENCAL has been awarded exclusive rights for emergency ambulance dispatch services under the County Agreement, and that CENCAL has subcontracted ambulance dispatch responsibilities to STOCKTON.

 - 2.1 STOCKTON shall perform all emergency ambulance dispatch services required of CENCAL under the County Agreement, including dispatch services for authorized emergency ambulance providers operating within San Joaquin County in full compliance with the County Agreement and SJCEMSA policies, as amended from time to time.
 - 2.2 STOCKTON shall operate the Dispatch Center in a manner sufficient to satisfy all dispatch-related obligations under the County Agreement, including, but not limited to:

 - a. Countywide emergency ambulance call processing;
 - b. MPDS-compliant emergency medical dispatch;
 - c. Air ambulance coordination;
 - d. Disaster Control Facility functions;
 - e. Required data reporting and system interfaces;

- f. Performance reporting;
- g. Access, inspection, and audit compliance; and
- h. Continuity of operations.

2.3 STOCKTON shall meet all dispatch performance standards required under the County Agreement and SJCEMSA policy.

- 1. AGENCY Responsibilities.** To the extent AGENCY receives emergency ambulance dispatch services, AGENCY shall comply with all operational, technical, and data interface requirements reasonably necessary to enable STOCKTON to meet the obligations under the County Agreement and SJCEMSA policies. Failure of AGENCY to meet such requirements, to the extent it materially impacts STOCKTON's ability to comply with the County Agreement, shall constitute a breach of this Agreement.
- 2. Call Volume and Cost Allocation.** All emergency ambulance dispatch activities performed by STOCKTON under this Exhibit shall be treated as Billable Dispatch Incidents and shall be included in AGENCY's dispatch volume for purposes of Exhibit A. Notwithstanding Section 1.1 of Exhibit A or any other provision of this Agreement, where both a fire or non-transport EMS resource and an ambulance resource are assigned or dispatched to the same CAD incident, each such dispatch shall constitute a separate Billable Dispatch Incident for purposes of volume calculation and cost allocation.