

**AGREEMENT BETWEEN THE SAN JOAQUIN COUNTY REGIONAL FIRE
DISPATCH JOINT POWERS AUTHORITY AND THE CITY OF STOCKTON FOR
THE PROVISION OF EMERGENCY AND NON-EMERGENCY DISPATCH
SERVICES AND ADMINISTRATIVE SUPPORT**

THIS AGREEMENT is made and entered into this 1st day of July 2016, by and between the San Joaquin County Regional Fire Dispatch Joint Powers Authority (“AUTHORITY”), a joint powers agency created by agreement entitled (the “Joint Powers Agreement”) and the City of Stockton, a charter city and municipal corporation in the State of California (“CONTRACTOR”).

PREAMBLE

The AUTHORITY was created to provide emergency and non-emergency dispatch services and related services, as well as provide facilities and personnel for such services. As of the date of this Agreement, the AUTHORITY lacks the financial resources and equipment for the provision of such services and is therefore contracting with the City of Stockton for the provision of the aforementioned services pursuant to the terms set forth in this Agreement. The goal of the AUTHORITY is, at some future date, to provide emergency and non-emergency dispatch services and related services, as well as provide facilities and personnel for such services without having to contract with the City of Stockton, or some other third party, for the provision of such services.

NOW THEREFORE, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

AGREEMENT

ARTICLE I

SERVICES/OPERATIONS

SECTION 1. Overall Scope of Services.

CONTRACTOR shall provide emergency and non-emergency dispatch and related services, as well as provide facilities and personnel for such services, to the AUTHORITY and to the Members of the AUTHORITY, and to those public and private entities that contract with the AUTHORITY for those services.

SECTION 2. Emergency and Non-Emergency Dispatch Services.

CONTRACTOR shall provide to AUTHORITY emergency and non-emergency dispatch services, and other administrative and incidental services necessary to operate the dispatch center

on a twenty-four (24) hour a day basis pursuant to the terms and conditions of this Agreement. CONTRACTOR will adhere to any minimum standards established or adopted by AUTHORITY, such as those promulgated by the National Fire Protection Association relating to fire dispatch services. The AUTHORITY reserves the right to deviate from any such standards at its sole discretion, however, CONTRACTOR shall be provided at least thirty (30) days written notice prior to any such new standards being implemented. Services provided by CONTRACTOR shall be those services stated on the attached Exhibit "A", incorporated herein, which include, but are not limited to, such things as:

- a. Receive, process, and document emergency and non-emergency calls for service, including maintenance of all necessary 911 records,
- b. Process, document and monitor the status of field unit activity including field initiated address and premise information,
- c. Maintain sufficient records to enable AUTHORITY to meet reporting obligations and needs as they relate to the provision of emergency and non-emergency dispatch services, including but not limited to, response time data.
- d. Plan and provide recommendations and strategies to AUTHORITY for effective long and short range emergency and non-emergency dispatch activities.
- e. Provide routine monthly reports upon request of AUTHORITY. Should CONTRACTOR's cost of providing such additional reports beyond the monthly reports be excessive, CONTRACTOR shall provide such other reports for an extra cost, as agreed upon by the parties based on CONTRACTOR's cost on a time-and-materials basis.

SECTION 3. Information Systems and Technology.

CONTRACTOR shall maintain the communications center and equipment as is necessary to carry out the obligations of the parties hereunder. The center and equipment shall be maintained by CONTRACTOR in good working order at all times during the term of this Agreement, except during periods when such equipment is temporarily out of service for routine maintenance or due to unanticipated failure. CONTRACTOR agrees that it will replace equipment that becomes obsolete or in chronic need of repair or which is not suitable for the performance of its intended function(s) and any such replacement shall be done in consultation with the AUTHORITY to ensure the new equipment will be compatible with the existing equipment of the Member Agencies. Facilities and Equipment provided and maintained by CONTRACTOR shall include, but is not limited to:

- a. Obtain and maintain adequate facility, ground based, and mobile radio systems, Computer Aided Dispatch (CAD) systems, and other equipment required to provide emergency and non-emergency dispatch services.
- b. CONTRACTOR will provide AUTHORITY, its member agencies, and any contracting entities with data on the minimum level of technological equipment

required to interface with CONTRACTOR's equipment. If the AUTHORITY, member agencies or contracting entities acquire or purchase new equipment, any such new equipment must meet specific requirements so that such equipment is compatible with CONTRACTOR's equipment.

CONTRACTOR warrants that it has in place or will put into place all licenses or other legal authorizations required for the performance by CONTRACTOR of this Agreement, and that such performance shall not violate the terms of any such licenses or authorizations.

SECTION 4. Administrative Support Services.

In addition to the provision of emergency and non-emergency dispatch services, CONTRACTOR shall provide administrative support services which include, but are not limited to, the following items:

- a. The Fire Chief of the City of Stockton shall have overall responsibility for administration of this Agreement on behalf of CONTRACTOR.
- b. Provide an Administrative Office, which shall be the City of Stockton Fire Department headquarters or as otherwise designated by the Board of the AUTHORITY from time to time.
- c. Maintain financial record keeping through the CONTRACTORS's general ledger system in accordance with Generally Accepted Accounting Principles (GAAP).
- d. Serve as the Finance Director/Treasurer-Controller of the AUTHORITY and have custody of all the money of the AUTHORITY from whatever source, have the powers, duties, and responsibilities specified in the Joint Exercise of Powers Act (*Government Code §§ 6500 et seq.*), be designated as the public officer or person who has charge of, handles or has access to any money or securities of the AUTHORITY, file an official bond in the amount of \$25,000, and administer and oversee the prudent, efficient, and effective use of the AUTHORITY's fiscal resources as directed by the AUTHORITY.
- e. Provide cash management and treasury services in accordance with AUTHORITY's direction and applicable government monetary principles.
- f. Provide contract administration and tracking for AUTHORITY approved contracts related to the provision of emergency and non-emergency dispatch operations and services. Nothing in this subsection (f) is intended to limit CONTRACTOR's ability to contract with third parties for the provision of administrative services to AUTHORITY as required herein.
- g. Serve as the Budget Office for the AUTHORITY to implement annual budgets as approved by AUTHORITY's governing board, monitor financial activity as compared to budget, maintain position control and other financial tracking systems, and report results to AUTHORITY.

- h. Provide quarterly financial reports to AUTHORITY's governing board comparing budget to actual results.
- i. Provide quarterly revenue and expenditure reports to AUTHORITY within sixty (60) days after the end of each quarter.
- j. Provide annual financial reports of the AUTHORITY's activity to the governing board, which report shall also provide related expenditures of the CONTRACTOR charged to the AUTHORITY.
- k. CONTRACTOR shall also provide other data reports for service improvement, quality control, quality improvement, and budgetary and resource forecasting. Should CONTRACTOR's cost of providing such additional reports beyond the monthly reports be excessive, CONTRACTOR shall provide such other reports for an extra cost, as agreed upon by the parties based on CONTRACTOR's cost on a time-and-materials basis.
- l. Oversee audits of AUTHORITY for all fiscal and operating matters and timely deliver reports to AUTHORITY's governing board.
- m. Provide personnel, fiscal procurements, maintenance, and other administrative support for all emergency and non-emergency dispatch activities.
- n. Provide all personnel needed to carry out the services set forth in this Agreement, in accordance with the terms and conditions of this Agreement.
- o. Work with General Counsel, as appointed by the AUTHORITY, on all matters as directed by the Executive Director or governing board of the AUTHORITY.
- p. Provide comprehensive training program(s) for all personnel as may be required.
- q. Provide to AUTHORITY its preliminary dispatch services annual budget by January 31st or earlier of each year. This shall include revenue projected from each Member Agency and contracting entity, the proposed operating costs and other expenditures, and the projected costs and expenditures allocated to administrative overhead and indirect costs.
- r. Provide to AUTHORITY by July 1st of each year, the final emergency and non-emergency dispatch services annual budget, as approved and adopted by the City of Stockton City Council.

ARTICLE II PERSONNEL

SECTION 1. Staffing and Personnel.

AUTHORITY contemplates that it will at a point in the future hire its own staff to provide personnel services. Until such time, CONTRACTOR shall serve as Director of Personnel of AUTHORITY and all personnel provided by CONTRACTOR will be City of Stockton employees. CONTRACTOR shall provide only competent personnel to perform work under this Agreement. As Director of Personnel, CONTRACTOR will be responsible for

providing all employee services within applicable labor agreements, City of Stockton personnel policies, and budget limitations. Employee services provided shall include but are not limited to:

- a. Hiring, supervising, evaluating, training and disciplining all personnel.
- b. Staffing all fire dispatch emergency and non-emergency dispatch center(s) with the necessary staff, as determined by the Stockton Fire Chief, to fully carry out the purposes of this Agreement.
- c. Providing and managing training programs in accordance with applicable National Fire Protection Association Standards for full and part time personnel. Training will involve all facets of dispatching functions and operations, including quarterly task performance and a minimum number of hours per month of in-service training for personnel.
- d. The Stockton Fire Chief shall have full authority and oversight over the deployment of staff in the execution of CONTRACTOR's responsibilities pursuant to this Agreement. Through its Executive Director, the Board of AUTHORITY can communicate any personnel concerns it may have, including any requests for changes in staff providing work under this Agreement. The Stockton Fire Chief shall work diligently with the Executive Director to resolve any such concerns. The Stockton Fire Chief retains ultimate authority for staff deployment decisions.

CONTRACTOR's employees provided pursuant to this Agreement are not considered to be agents or employees of AUTHORITY and are not entitled to any benefits or recourse which may be applicable to AUTHORITY employees.

ARTICLE III

COST ALLOCATION AND FINANCES

SECTION 1. Fees and Services Responsibility of AUTHORITY.

AUTHORITY shall be responsible for apportioning all costs of the operations of the AUTHORITY to its Member Agencies and any contracting entities in accordance with the cost allocation formula set forth in Section 6.4 of the Joint Exercise of Power Agreement creating the AUTHORITY. AUTHORITY shall also be responsible for requiring all Member Agencies and contracting entities to submit its allocated cost to CONTRACTOR as set forth in this Agreement. Each Member Agency, and contracting entity, shall pay a portion of the costs incurred by the AUTHORITY in providing the services described in this Agreement as follows:

- a. Since contributions by the Member Agencies will be evaluated annually as part of the budget cycle to provide the AUTHORITY with the ability to adjust service levels, the Board of the AUTHORITY, in adopting its annual budget, shall determine each Member Agency's and each contracting entity's contribution for the fiscal year.

- Once determined for any fiscal year, the Member Agencies and contracting entities contribution shall remain unchanged until the next fiscal year.
- b. AUTHORITY shall notify each Member Agency and contracting entity of its required share of the AUTHORITY's annual cost for the upcoming fiscal year no later than April 1st.
 - c. AUTHORITY shall require each Member Agency and contracting entity to pay each month, one-twelfth (1/12) of its share directly to CONTRACTOR following receipt of invoice from CONTRACTOR. Payments shall be due by the 15th of each month.
 - d. AUTHORITY shall charge a 5% late charge for payments not received within 30 calendar days. An additional 5% late charge will apply for payments not made within an additional 30 calendar days. Any Member Agencies or contracting entities not making payment in full within 75 calendar days of receipt of an invoice from CONTRACTOR shall be subject to sanctions and possible service cancellation at the end of the current fiscal year unless payment arrangements are made with the AUTHORITY.
 - e. AUTHORITY, with a majority vote of its governing body, may set a different payment schedule to provide for adequate cash flow for operations and maintenance expenses and/or capital purchases as needed.

SECTION 2. Responsibilities of CONTRACTOR.

CONTRACTOR shall be responsible for:

- a. Providing a monthly invoice to each Member Agency and contracting entity showing the pro-rata share.
- b. Collecting all fees for services and other revenue as authorized by the AUTHORITY and remit all such monies to the AUTHORITY.

ARTICLE IV
FACILITIES AND EQUIPMENT

SECTION 1. Member Agency Equipment Inventory.

For the term of this Agreement, AUTHORITY shall require each Member Agency to prepare and maintain an inventory of its equipment, software, and facilities that will interface with CONTRACTOR's facilities and equipment ("Dispatch Services Equipment Inventory"). The Dispatch Services Equipment Inventory shall be submitted to CONTRACTOR by October 1 of each year by each Member Agency and contracting entity.

In the event a Member Agency or contracting entity acquires new or additional equipment which may affect or have the potential to affect the operational services being provided pursuant to this Agreement, the Member Agency or contracting entity must first present the proposed new or additional equipment to CONTRACTOR for a determination of

compatibility with existing information technology, equipment, software and systems. Each Member Agency or contracting entity must also provide an updated inventory list to CONTRACTOR within 30 calendar days of acquiring such new or additional equipment, software, or facilities.

For the purpose of this Agreement, a “line of demarcation” will identify the extent or obligation of the CONTRACTOR to supply services to each Member Agency or contracting entity. This line of demarcation will be the point at which the Member Agency or contracting entity receives emergency or non-emergency dispatch and/or radio transmission. At no time will the CONTRACTOR or AUTHORITY be responsible for the hardware, software, equipment, technology, or information systems used in connection with emergency or non-emergency dispatch services owned by the Member Agency or contracting entity unless specifically agreed to in writing by either AUTHORITY or CONTRACTOR, as applicable. In no event shall the AUTHORITY be responsible or liable for any losses or expenses that arise from a Member Agency or contracting entity’s use of non-compatible software, equipment, technology or information systems in connection with the dispatch of emergency or non-emergency services pursuant to this Agreement.

In addition CONTRACTOR will:

- a. Maintain and support all of CONTRACTOR’s AND AUTHORITY’s dispatching equipment, software, and facilities.
- b. Maintain an inventory of all CONTRACTOR, Member Agency and contracting entity equipment, software, and facilities.
- c. CONTRACTOR will not provide support of any kind to Member Agencies or contracting entities for equipment, software, or facilities.
- d. Review and timely respond to proposed new equipment, software, or facilities presented by Member Agencies and contracting entities which are being considered for inclusion as part of the dispatching process.
- e. When available, to meet the purposes set forth in this Agreement, CONTRACTOR will provide reasonable assistance to Member Agencies for selecting and troubleshooting proposed and existing dispatching equipment, software, and facilities. This assistance will be provided as consulting services only and will not be utilized to supplement staffing requirements for the Member Agencies.
- f. CONTRACTOR shall provide a secondary backup dispatch system, as a contingency plan, in the event that the CONTRACTOR’s primary dispatch equipment is rendered unusable for any reason.
- g. Provide and maintain CONTRACTOR’s existing communication center, together with all furniture, computers, and furnishing in such facility for use in providing services hereunder, together with any replacements or new property of a similar nature subsequently acquired by the AUTHORITY for the provision of services contemplated pursuant to this Agreement.

SECTION 2. Maintenance of Real and Personal Property.

CONTRACTOR shall repair and maintain all of CONTRACTOR's property utilized in carrying out the primary purpose of this Agreement and CONTRACTOR shall keep adequate records of such repairs and maintenance.

Each fiscal year, CONTRACTOR shall provide the AUTHORITY with a recommendation for the replacement of any equipment, software, technology, information system, or property required to provide emergency and non-emergency dispatch services. AUTHORITY may also recommend new equipment, software, technology, information systems, or property to the CONTRACTOR for review and report to AUTHORITY for consideration and inclusion in the next fiscal year budget. Any replacement equipment, software, technology, information system, will be funded through a designated fund of CONTRACTOR referred to as the internal service fund (ISF) which costs will be allocated to the AUTHORITY. AUTHORITY will in turn notify the Member Agencies and contracting entities, so that the Member Agencies and contracting entities can address the financial resources required for such replacement in their budgets for the following fiscal year if not currently included or provided for in the current fiscal year budget.

ARTICLE V

PERFORMANCE STANDARDS AND MEASURES

SECTION 1. CONTRACTOR's Performance Standards and Measures.

CONTRACTOR shall accurately perform its dispatch and related services in compliance with applicable laws, regulations, policies and protocols. CONTRACTOR shall comply with the performance standards as periodically updated and set forth in Exhibit "B" attached hereto and incorporated herein ("Performance Standards and Measures"). In addition, CONTRACTOR shall ensure that at all times during the term of this Agreement the dispatch center, while not individually rated by ISO, shall maintain a minimum score of 10 out of 10 possible points for the receiving and handling of fire alarms (FSRS Items 414, 422, and 432) as set forth in the CONTRACTOR's Public Protection Classification Summary Report dated January 2013. If the ISO standard is revised during the term of this Agreement, CONTRACTOR shall maintain the equivalent of 90% or greater for the portion of the rating classification designated for the receiving and handling of fire alarms. Failure to maintain the ISO rating shall constitute a minor breach of this Agreement and is subject to Article V, Section 2, below.

SECTION 2. Failure to Meet Standards.

CONTRACTOR shall be proactive in its approach to identifying and resolving issues relating to its failure to meet the performance standards and measures required under this Agreement, including any non-compliance caused in whole or in part by deficiencies in personnel, equipment, or facilities and shall take all reasonable steps needed to remedy any such

deficiencies. CONTRACTOR's failure to meet performance standards and measures will be addressed as set forth in Exhibit "C" attached hereto and incorporated herein ("Failure to Meet Performance Standards and Measures").

ARTICLE VI
ADVISORY BODY

SECTION 1. Emergency and Non-Emergency Dispatch Operations Advisory Body.

There shall be an advisory body established by the AUTHORITY to review and recommend administrative and operational policies and procedures to guide day-to-day operations of the dispatch center. The advisory body will also serve to provide technical advice and function as a link between field operations resources and the dispatch center. Membership will be comprised of the Chief Fire Officer or designee of each Member of the AUTHORITY and may also include contracting entities receiving emergency and non-emergency dispatch services pursuant to this Agreement. Each Member Agency and any contracting entity will notify CONTRACTOR of the names of their respective Chief Fire Officer or designee. The Advisory Body will, among other things, review programs and situations and make necessary recommendations as they pertain to the operation of emergency and non-emergency dispatch services. Recommendations of the advisory body will be forwarded to the Board of the AUTHORITY for final disposition.

ARTICLE VII
INDEMNIFICATION AND INSURANCE

SECTION 1. Mutual Indemnification.

Except as otherwise specifically provided in this Agreement, CONTRACTOR shall defend, indemnify, and hold harmless the AUTHORITY, its elected and appointed officials, officers, and employees free and harmless from any and all claims for damage or injury to persons or property whatsoever kind or nature, including consequential damages, based or asserted upon any act or omission of or purported act of omission of CONTRACTOR, its elected or appointed officials, officers, or employees in connection with or arising out of the performance by CONTRACTOR of this Agreement.

Except as otherwise specifically provided in this Agreement, the AUTHORITY shall defend, indemnify, and hold harmless the CONTRACTOR, its elected and appointed officials, officers, and employees free and harmless from any and all claims for damage or injury to persons or property whatsoever kind or nature, including consequential damages, based or asserted upon any act or omission of or purported act of omission of AUTHORITY, its elected or appointed officials, officers, or employees in connection with or arising out of the performance by AUTHORITY of this Agreement.

SECTION 2. Mutual Indemnification Obligations Survive Termination.

The obligation created by Section 1 shall survive termination of this Agreement as to activities occurring or being carried out during the term of this Agreement in the performance of this Agreement.

SECTION 3. Public Liability and Property Insurance.

CONTRACTOR shall maintain public liability and property damage insurance for the single combined liability limit of not less than \$5,000,000 insuring all liability of CONTRACTOR and its authorized representatives arising out of and in connection with the provision of service by CONTRACTOR under this Agreement, including the use and/or occupancy of AUTHORITY owned real or personal property.

The AUTHORITY shall be named as an additional insured and the policy shall contain cross liability endorsements. An endorsement shall be provided which states that the CONTRACTOR's coverage is the primary insurance and that no other insurance affected by the AUTHORITY will be called upon to contribute to a loss under this coverage. CONTRACTOR may self-insure to the limits of coverage.

ARTICLE VIII
COOPERATION

CONTRACTOR and AUTHORITY shall cooperate in the defense of any claim or lawsuit in which both are sued and the charging allegations involve the claim of improper response to a call for emergency services. The required cooperation shall include but not be limited to the following:

1. Mutual exchange of all relevant non-privileged documents without the need for subpoena or formal discovery;
2. When considered to be in their mutual best Interest, access to all employees with relevant knowledge of the subject matter for the purpose of interviewing those employees without the need for subpoena or formal discovery;
3. Early discussion between the CONTRACTOR and AUTHORITY in an attempt to reach an agreement as to the most cost-effective strategy for defense;
4. Early discussion as to whether it would be cost effective for one of the defendants to assume the defense of the other defendant in the action in an effort to avoid duplication of attorney's fees. Factors to be considered would include, but not be limited to, the possibility of a conflict of interest; whether an agreement can be reached as to apportionment of liability; whether the allegations against one entity are insubstantial in comparison to the allegations against other entity and there is only a remote risk of recover against the former entity; and
5. Early discussion as to the possibility of sharing the expense of experts;

With a copy to: Rod A. Attebery, Esq.
Counsel of Authority
Neumiller & Beardslee
509 W. Weber Avenue
Stockton, CA 95203

SECTION 5. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

SECTION 6. No Waiver of Breach. The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

SECTION 7. Assignment/Delegation. Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the written consent of the other party. No assignment or delegation shall be of any force or effect unless and until the necessary written consent has been provided.

SECTION 8. Non-discrimination. The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment or provision of services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, pregnancy sexual orientation, AIDS/HIV infection or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

SECTION 9. Force Majeure. Notwithstanding any other provision of this Agreement, the nonperformance by either party of any duty hereunder shall be excused and shall not constitute grounds for breach, if such nonperformance is caused by any catastrophic event beyond its control, including by way of example an earthquake, flood or act of war or terrorism which renders the dispatch center, equipment, and backup facilities unusable.

SECTION 10. Amendment. This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates shown here.

CITY OF STOCKTON
A Municipal Corporation

Dated: _____

By: _____
Kurt Wilson
City Manager

ATTEST:

By: _____
Bonnie Paige
City Clerk

APPROVED AS TO FORM:

John M. Luebberke
City Attorney

By: _____
Susana Alcala Wood
Assistant City Attorney

JOINT POWER AUTHORITY
("JPA")

Dated: _____

By: _____

ATTEST:

By: _____
Clerk

APPROVED AS TO FORM:

By: _____
Rod A. Attebery

Counsel for AUTHORITY

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

As described in ARTICLE I, CONTRACTOR shall perform certain services on behalf of the AUTHORITY. They shall include, but not be limited to, the following:

1. Receive, process, and document emergency and non-emergency calls for service, including maintenance of all necessary 911 records.
 2. Process, document and monitor the status of field unit activity including field initiated address and premise information.
 3. Maintain sufficient records to enable AUTHORITY to meet reporting obligations and needs as they relate to the provision of emergency and non-emergency dispatch services, including but not limited to, response time data.
 4. Plan and provide recommendations and strategies to AUTHORITY for effective long and short range emergency and non-emergency dispatch activities.
 5. Provide routine reports upon request of AUTHORITY. CONTRACTOR shall also provide other date reports for service improvement, quality control, quality improvement, and budgetary and resource forecasting. Should CONTRACTOR's cost of providing such additional reports beyond the monthly reports be excessive, CONTRACTOR shall provide such other reports for an extra cost, as agreed upon by the parties based on CONTRACTOR's cost on a time-and-materials basis.
 6. Other, as directed by the Board of Directors.
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EXHIBIT "B"**PERFORMANCE STANDARDS AND MEASURES****Operational Performance Standards:**

The operational philosophy driving establishment of specific standards for this Agreement are those that support SJCRFDA Members in their joint commitment to create an organization that will work with untiring diligence and professionalism in helping to protect lives and property. Most of the standards noted herein are those promulgated by the National Fire Protection Association, which itself is devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards, along with those pertaining to Emergency Communications published by the Association of Public Safety Communications Officials ("APCO") and the Insurance Services Office ("ISO"). These standards and reports, as well as any others as designated by the Board of Directors at its sole discretion, must be adhered to by the CONTRACTOR, as stipulated in ARTICLE V of the Agreement.

1. Retain a minimum score of 10 out of 10 possible points for the receiving and handling of fire alarms (FSRS Items 414, 422, and 432) as set forth in the Contractor's Public Protection Classification Summary dated January 2013. If the ISO Standard is revised, Contractor shall maintain the equivalent of 90% or greater for the portion of the rating classification designated for the receiving and handling of fire alarms. _

2. The AUTHORITY adopts: (1) the ISO standards promulgated as of the date of this Agreement, and as may be amended during the term of this Agreement; and (2) the standards periodically released from APCO and NFPA which are specific to telecommunications centers AND which ISO adopts as part of the minimum components of public safety communications centers. The CONTRACTOR will have a grace period to implement any new standards, the length of which will be determined by the AUTHORITY at the time the standards are released, to allow the CONTRACTOR to incorporate the new protocols into dispatch operations, sufficiently train employees and staff, and to secure the required personnel and funds, if necessary for implementation.

3. Reporting:

- A. Schedule and format for submittal to the JPA to be determined solely at the discretion of the JPA Executive Director, or other as designated by the Board of Directors. Reports shall be:

- (i) Timely
- (ii) Accurate
- (iii) Complete
- (iv) Verifiable

- B. Descriptive Reports

- (i) The following reports required on a monthly basis:
 - a) Monthly Call Volume

- By Jurisdiction
 - 911 vs Business Line (7-Digit)
 - Call/Event Type
 - Time of Day
 - Day of Week
- b) Fractile Call Processing Time-to-Dispatch (at 90th Percentile for each Event Type)
- c) 911 Time to Answer (Ring Time)
- d) Wrong Address/Mis-Routes
- e) Sentinel Events
- (ii) The following reports are required on a quarterly basis:
- a) External Agency Relations
- JPA Member Agencies
 - COS Fire
 - COS MUD
 - EMSA
 - Co-Responders & Collaborators
 - COS PD
 - Lodi PD
 - Manteca PD
 - Lathrop PD
 - JRUG Agencies
 - VRECC
 - SJC Sheriff
 - Others
-

EXHIBIT “C”**FAILURE TO MEET PERFORMANCE STANDARDS AND MEASURES**

1. Each failure to meet the Performance Standards and Measures shall constitute a minor breach of contract. Examples of failure to meet Performance Standards and Measures constituting minor breaches shall include, but are not limited to, failure to respond to a call for services, failure to send the correct jurisdictional resources on initial dispatch, and failure to send an available resource per acknowledged request of field personnel.
2. Failure to meet the Performance Standards and Measures shall be treated on a case-by-case basis by the AUTHORITY governing board. If the AUTHORITY’s governing board determines that any reported breach is valid, the AUTHORITY Executive Director shall immediately notify CONTRACTOR.
3. Upon written notice of a minor breach of contract, CONTRACTOR shall have three (3) business days to investigate the problem and another three (3) business days to respond with a plan to remedy the problem. Investigative reports and remedy plans will be submitted to the AUTHORITY’s Executive Director.
4. Two validated minor breaches during any thirty (30) day period or any single failure to respond with a plan to remedy the problem may result in the imposition of a monetary fine, penalty or assessment at the discretion of the AUTHORITY’s governing body. In no case shall any such imposed monetary fine, penalty or assessment exceed One Thousand Dollars (\$1,000.00).
5. A major breach of contract shall be defined as four validated minor breaches during any thirty (30) day period, ten (10) validated minor breaches in any consecutive ninety (90) day period, and twenty (20) validated minor breaches in any 365 day period, or any intentional or reckless failure to respond with a plan to remedy any validated minor breach as noted above. A failure to respond shall not be deemed as “intentional or reckless” if due to an isolated incident of excusable inadvertence or excusable inadvertence or extenuating circumstances, such as a natural disaster or similar event beyond CONTRACTOR’s reasonable control.
6. Major breaches are grounds for termination of this Agreement. A major breach shall be declared by the AUTHORITY’s governing body in writing only after providing CONTRACTOR with at least ten (10) days specific notice of the alleged breach and an opportunity to be heard. Such an opportunity to be heard may, in exigent circumstances involving an imminent threat to general public health and safety, be provided with less than 24 hours notice.

- a. In the event that this Agreement is not immediately terminated upon declaration of a major breach, CONTRACTOR shall implement a performance improvement plan as approved by the AUTHORITY's governing body.
- b. In the event that the Agreement is terminated as a result of a major breach, CONTRACTOR agrees to cooperate with AUTHORITY and fully support AUTHORITY in takeover and continuation of operations until such time as an alternate method of ensuring ongoing continuation of operations can be effectuated.
- c. CONTRACTOR shall not be prohibited from disputing any finding of major breach through arbitration or litigation provided that such proceedings shall not have the effect of delaying in any way the immediate takeover of operations by AUTHORITY. CONTRACTOR's cooperation and support of such takeover shall not be construed as acceptance by CONTRACTOR of the finding of major breach and shall not jeopardize in any way CONTRACTOR's right to recovery should an arbitrator or court later declare the finding of major breach to be made in error. However, failure on the part of CONTRACTOR to fully cooperate with AUTHORITY to takeover and continue operations, as described above, shall itself constitute a major breach even if it is later determined that the original finding of major breach was made in error.