

**AGREEMENT FOR EMERGENCY AMBULANCE DISPATCH SERVICES BY AND
BETWEEN CENCAL FIRE EMS AUTHORITY AND THE CITY OF STOCKTON**

This Agreement (“Agreement”) is entered into as of _____, 2026 (the “Effective Date”), by and between CENCAL Fire EMS Authority, a joint powers authority pursuant to Government Code section 6500 et seq. (“CENCAL”), and the City of Stockton, a California municipal corporation and charter city (“STOCKTON”). CENCAL and STOCKTON may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on February 10, 2026, the San Joaquin County Board of Supervisors approved the *Agreement with CENCAL Fire and EMS Authority for Emergency Ambulance and Dispatch Service in San Joaquin County Zone X and Zone Y*, effective May 1, 2026 through May 1, 2031 (the “County Agreement”); and

WHEREAS, pursuant to the County Agreement, CENCAL holds the exclusive right to provide emergency ambulance transport services within Exclusive Operating Area (“EOA”) Zone X and EOA Zone Y; and

WHEREAS, pursuant to the County Agreement, CENCAL is further required to provide emergency ambulance dispatch services for emergency ambulance requests received within San Joaquin County in accordance with the policies and requirements of the San Joaquin County Emergency Medical Services Agency (“SJCEMSA”); and

WHEREAS, pursuant to the County Agreement, CENCAL is responsible for ensuring the provision of emergency ambulance dispatch services for American Medical Response (“AMR”), Manteca District Ambulance (“MDA”), Ripon Consolidated Fire District (“RIPON”), and Escalon Community Ambulance (“ESCALON”) operating within the applicable EOAs; and

WHEREAS, STOCKTON owns and operates the Stockton Regional Fire and Emergency Medical Dispatch Center (“Dispatch Center”) and has the operational capacity to provide emergency ambulance dispatch services consistent with the requirements of the County Agreement; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which STOCKTON will perform the emergency ambulance dispatch services required of CENCAL under the County Agreement, 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 **General Obligation.** STOCKTON shall perform all emergency ambulance dispatch services required of CENCAL under the County Agreement, including dispatch services for AMR, MDA, RIPON, and ESCALON, in full compliance with the County Agreement and SJCEMSA policies, as amended from time to time.

1.2 **Operational Requirements.** 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;
- h. Continuity of operations.

1.3 **Performance Standards.** STOCKTON shall meet all dispatch performance standards required under the County Agreement and SJCEMSA policy.

2. Compensation

2.1 **Compensation.** CENCAL 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 CENCAL on a quarterly basis for services rendered. 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. CENCAL may request an extension to remit payment; however, such extension shall be granted solely at the discretion of STOCKTON.

6. **Disputed Amounts.** If CENCAL 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. CENCAL 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 CENCAL'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. **Extraordinary or Unanticipated Costs.** If the County Agreement is amended, or if SJCEMSA modifies policies or requirements applicable to emergency ambulance dispatch pursuant to the County Agreement, in a manner that materially increases the cost of performance under this Agreement, STOCKTON shall provide written notice describing the nature and estimated cost impact of such modification. The Parties shall convene within thirty (30) calendar days of such notice to negotiate an amendment to this Agreement reflecting the increased costs.

9. System Modifications

- 9.1 **General Authority.** STOCKTON may determine, in its reasonable professional judgment, that modifications, upgrades, replacements, or improvements to dispatch systems, infrastructure, hardware, software, or interfaces ("System Modifications") are necessary to maintain, secure, support, or enhance dispatch operations under this Agreement. System Modification costs shall be incorporated into the Dispatch Cost for the subsequent fiscal year and allocated in accordance with the proportional allocation methodology set forth in Exhibit A.
- 9.2 **Emergency Action.** If immediate System Modifications are reasonably necessary to preserve the continuity, security, or integrity of emergency ambulance dispatch operations or to protect public safety, STOCKTON may proceed without prior approval from CENCAL. STOCKTON shall provide written notice, as soon as reasonably practicable, which shall include documentation of all costs. Costs shall be allocated in accordance Exhibit A, and CENCAL shall reimburse costs consistent with the proportional allocation methodology set forth in Exhibit A. Such reimbursable costs shall be reflected on the next regularly occurring invoice following completion of the work.

10. Term and Termination

- 10.1 **Term.** This Agreement shall become effective upon execution by both Parties (the "Effective Date"); however, STOCKTON's obligation to perform emergency ambulance dispatch services under this Agreement, and CENCAL's obligation to compensate STOCKTON for such services, shall commence on the date emergency ambulance operations begin under the County Agreement (the "Operational Commencement Date"). This Agreement shall remain in full force and effect from the Operational Commencement Date for the duration of the County Agreement, including any extensions or renewals thereof, unless earlier terminated in accordance with this Section. This Agreement shall automatically terminate upon expiration or termination of the County Agreement, without further action by either Party.

- 10.2 **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.
- 10.3 **Termination for Convenience.** Either Party may terminate without cause upon not less than twelve (12) months' prior written notice. In the event CENCAL terminates without cause, CENCAL shall reimburse STOCKTON for documented personnel separation costs, contractual obligations, and unrecovered capital investments reasonably incurred in reliance upon this Agreement.
- 10.4 **Effect of Termination.** Upon expiration or earlier termination of this Agreement STOCKTON shall provide CENCAL with all records, data, and information in STOCKTON's possession that are necessary for continuity of ambulance dispatch operations. To the extent CENCAL 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 CENCAL shall compensate STOCKTON for the reasonable and documented costs of such transition services. CENCAL shall compensate STOCKTON for all services rendered through the effective date of termination, including any approved transition services.
11. **Retention.** STOCKTON shall retain all records, recordings, CAD data, reports, and documentation related to emergency ambulance dispatch services for the period required by applicable law and the County Agreement.
12. **Inspection and Audit.** STOCKTON shall make such records available to CENCAL and SJCEMSA for inspection, audit, or reproduction upon reasonable notice, to the extent necessary to enable CENCAL to comply with the County Agreement.
13. **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.
14. **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.
15. **Indemnification.** To the fullest extent permitted by law, CENCAL 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 CENCAL'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.

- 16. 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.
- 17. 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.
- 18. Independent Contractor.** STOCKTON enters into this Agreement in its capacity as a municipal corporation and service provider, and not in its capacity as a member agency of CENCAL. In performing services hereunder, STOCKTON shall act as an independent contractor and not as an employee, partner, or agent of CENCAL. Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship between the Parties. STOCKTON and its personnel shall have no authority to bind CENCAL or incur any obligation on its behalf, except as expressly provided in this Agreement.
- 19. 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, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division; provided, however, the Parties expressly reserve their right to seek a change of venue to a neutral county pursuant to Code of Civil Procedure section 394.
- 20. 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.
- 21. Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 22. 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.
- 23. Amendments.** No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.
- 24. Notices.** All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by recognized courier to the addresses below:
- | | |
|--|-----------------------------------|
| CENCAL: CENCAL Fire EMS Authority | STOCKTON: City of Stockton |
| Attn: Lenard Gutierrez | Attn: City Manager |
| 835 N. Central Avenue | 425 N. El Dorado Street |
| Tracy CA 95376 | Stockton, CA 95202 |
- 25. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

26. Assignment. Neither Party shall assign, delegate, transfer, or subcontract its obligations under this Agreement without the prior written consent of the other Party.

27. 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.

28. 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:

CENCAL FIRE EMS AUTHORITY

By: _____
Johnny Ford, City Manager

Signed by:
By: 

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Lenard Gutierrez, Executive Director

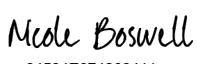
Date: _____

Date: 4/14/2026

ATTEST:

ATTEST:

By: _____
Katherine Roland, CMC, CPMC
City Clerk


DocuSigned by:
By: 

84534E674268411...
Nicole Boswell, Clerk of the Board

Approved as to Form:

Approved as to Form:

Marci Arredondo, City Attorney

Signed by:


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Christina M. Pritchard,
Acting General Counsel

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 CENCAL 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 CENCAL 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, CENCAL’s proportional allocation percentage shall be determined by comparing CENCAL’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. CENCAL’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.** CENCAL'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.** CENCAL's fixed annual compensation obligation is **\$5,122,631.38**.
- 6. Annual Notice.** No later than March 1 of each year, STOCKTON shall provide CENCAL with written notice of CENCAL's proportional allocation percentage and CENCAL'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.

8. Transition Year. Notwithstanding anything to the contrary in this Exhibit, for the period commencing May 1, 2026, and continuing through June 30, 2026, CENCAL's compensation obligation for the transition period shall be calculated at a daily rate of **\$14,034.61 per calendar day**.