FIRST AMENDMENT TO FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES AGREEMENT

WHEREAS, the City of Stockton Fire Department (hereinafter “CITY”) and City of Manteca (hereinafter, “AGENCY”) entered into a Fire and Emergency Medical Dispatching Services Agreement dated April 7, 2007 (hereinafter, “AGREEMENT”) regarding the CITY providing fire and emergency medical call receipt and dispatching services to the AGENCY through the Emergency Communications Division located at 110 West Sonora Street, Stockton, California;

WHEREAS, Section 2 of the AGREEMENT established rates per call for medical and non-medical calls dispatched by CITY’s dispatch center;

WHEREAS, Section 2 of the AGREEMENT provides an annual rate of adjustment changing the amount charged to AGENCY in accordance with the changes in the Consumers Price Index for “all cities” consumers for the San/Francisco/Oakland Metropolitan area, published by the United States Department of Labor, Bureau of Labor Statistics, published for the date nearest the date of the proposed increase, but will not exceed 4.5%;

WHEREAS CITY AND AGENCY recognize that the current rates and the annual rate of adjustment based on the cost of living adjustment in accordance with the Consumers Price Index do not fully recover CITY’s actual cost of dispatch services provided to AGENCY;

WHEREAS CITY AND AGENCY desire to amend the AGREEMENT to include provisions amending the established rates and the formula providing an annual rate adjustment between the CITY and AGENCY and to replace with a rate calculated annually based on the annual budget (hereinafter “BUDGET”) adopted by the CITY for the Emergency Communications Division for the fiscal year and the total calls dispatched for the calendar year to ensure that CITY is paid for actual cost of services provided to AGENCY; and

WHEREAS CITY AND AGENCY agree to apply these changes in rates in three phases, beginning January 1, 2015.

THEREFORE, this First Amendment (hereinafter, the “1st AMENDMENT”) is entered into between the CITY and the AGENCY and amends AGREEMENT, to amend Section 2, entitled “Payment for Services,” in its entirety and replace Section 2 which reads in full as follows:

“(a) Effective January 1, 2015, AGENCY will pay CITY for dispatch services at a rate of $35.74 per call for all emergency calls dispatched by CITY’s dispatch center.

(b) After July 1, 2015, AGENCY will pay CITY for dispatch services at a rate of $45.74 per call for all emergency calls dispatched by CITY’s dispatch center.

(c) After July 1, 2016, AGENCY will pay CITY a base rate. The base rate is defined as the dollar value for dispatch services determined by dividing the operating budget of the CITY’s Emergency Communications Division during the current fiscal year, as determined by the CITY, by the total number of dispatches in the previous calendar year.
(d) A base rate adjustment will be determined by the CITY for each subsequent fiscal year thereafter in order for CITY to recover the full cost of dispatch services incurred by AGENCY. The intent of the annual rate of adjustment is to establish a new base rate for each subsequent fiscal year based on the CITY’s Emergency Communications Division adopted budget for that fiscal year divided by the total number of dispatches during the prior calendar year. The new base rate for each fiscal year shall be effective July 1. If CITY’s calculation of the base rate adjustment is not available in time for the July billing, the prior fiscal year base rate shall be used in monthly billing until such time as the new base rate is available.

(e) Payment of the per call fee shall be made monthly by AGENCY to CITY. CITY will bill AGENCY on a monthly basis based on the number of dispatches for the previous month. Payment will be due upon receipt of CITY’s billing invoice. AGENCY will be considered delinquent in its payment if payment has not been made within thirty (30) days after due date.

In all other respects, the AGREEMENT is hereby ratified and confirmed.

IN WITNESS WHEREOF, this 1st AMENDMENT has been executed by the respective parties hereto through their respective authorized officers at Stockton, California the day and year set forth below.

DATE: ____________________

ATTEST:       CITY OF STOCKTON

___________________________    ___________________________
BONNIE PAIGE       KURT WILSON
CITY CLERK        CITY MANAGER

APPROVED AS TO FORM:

JOHN M. LUEBBERKE
CITY ATTORNEY

By: ________________________    Name: _____________________
By: ________________________    Title: _____________________

APPROVED AS TO FORM:

By: ________________________    Agency Counsel