

FIRST AMENDMENT OF AGREEMENT A-26-26:**AGREEMENT WITH CENCAL FIRE AND EMS AUTHORITY FOR EMERGENCY AMBULANCE AND DISPATCH SERVICE IN SAN JOAQUIN COUNTY ZONE X AND ZONE Y.**

This First Amendment of Agreement A-26-26 made and entered into this day _____, 2026, by and between the Parties to the Agreement with CENCAL Fire and EMS Authority (CENCAL) for Emergency Ambulance and Dispatch Service in San Joaquin County Ambulance Zone X and Zone Y (the "Agreement"), the County of San Joaquin ("County"), and CENCAL ("Contractor"). Collectively, the County and the Contractor are the "Parties."

WITNESSETH:

WHEREAS, on February 10, 2026, this Board approved the Agreement with Contractor for exclusive emergency ambulance and dispatch services in ambulance Zone X and Zone Y for the period May 1, 2026, to May 1, 2031 (A-26-26);

WHEREAS, on April 16, 2026, County was made aware that Contractor was unable to secure the performance security requirement through a traditional bond as was required in said Agreement;

WHEREAS, the County evaluated funding the performance security by requiring the Contractor to establish a deposit fund to the County by the Contractor over a short period of time and found this acceptable;

WHEREAS, the Parties hereto now desire to execute the First Amendment to allow for quarterly installments to fund the performance security over a period of 18 months and add additional insurance requirements;

NOW, THEREFORE, it is mutually agreed by and before the parties hereto as follows:

Section 9.1 is amended to read:

9.1 Performance Security

- A. The Contractor shall establish, and maintain throughout the term of the Agreement, a performance security. This performance security shall include all of the following:
 - 1. The Contractor shall establish and maintain \$2,250,000 (Two Million Two Hundred and Fifty Thousand Dollars) on deposit with the County. An amount of \$2,000,000 (Two Million Dollars) will be allocated for Zone X and an amount of \$250,000 (Two Hundred and Fifty Thousand Dollars) will be allocated for Zone Y. All interest accrued is the property

of Contractor and shall be forwarded to Contractor by County on an annual basis.

2. The Contractor shall establish this performance security through quarterly installments of \$375,000 (Three Hundred Seventy-Five Thousand Dollars) over the first 18 months of the Agreement. The first installment of the performance security shall be received no later than August 1, 2026, and invoiced by County quarterly thereafter until fully funded.
3. Contractor agrees to the immediate release of funds to the County upon determination by the County that the Contractor is in major breach of the Agreement or violation of County Ordinance and that the nature of the breach or violation is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor shall be initiated and resolved only after release of the funds to the County.
4. As may be permitted by Contractor's existing lines of credit and financing agreements, grant a first priority lien in favor of the County in all equipment, including vehicles, and supplies required to perform its obligations under its agreement with San Joaquin County.
5. In the event that Contractor occupies any space that serves its San Joaquin County Agreement, including but not limited to ambulance stations, maintenance facilities, and its dispatch center, through a lease or other contract with a third party, the Contractor will use its best efforts to include a provision in its lease or other contract with a third party that shall allow the County or the County's designee (as an intended third party beneficiary) to assume the rights and obligations of the Contractor upon written notice by the County to the third party. The County's obligations under the lease or other contract shall be limited to only those obligations which accrue during the period the County shall assume the rights and obligations of Contractor. After assuming the lease or other contract, the County shall have the right to assign the lease or other contract to its designee or to terminate the lease or other contract. In either case, the County shall have no liability to the third party for obligations which accrue following the County's assignment of the lease or other contract to the County's designee or upon the County's termination of the lease or other contract.
6. The County, from time to time, may request that Contractor execute and record, at the sole cost and expense of Contractor, such additional security agreements and financing statements reasonably required in order to perfect the County's security interest granted by Contractor in all equipment and supplies. If Contractor fails to execute any additional security agreements and financing statements within thirty days of the

County's written request, the County may without waving any other rights or remedies, exercise its rights as holder of the performance security funds under this section.

7. Failure of the Contractor to meet these performance security requirements shall be a major breach of contract.

Section 9.3 is amended to add sections B.5. and B.6. as follows:

9.3 Insurance

5. Cyber Insurance. No later than 60 days after commencement of services under this Agreement, Contractor shall obtain Cyber Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Medical – Malpractice. No later than 60 days after commencement of services under this Agreement, Contractor shall provide and maintain throughout the term of this Agreement occurrence-based medical malpractice coverage, either through self-insurance or the purchase of insurance policies, to cover professional liabilities and to protect, defend and indemnify County, its EMS Medical Director and employees from and against any and all liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorneys' fees), which directly or indirectly arise out of the professional services provided by Contractor to pre hospital patients under this Agreement with limits per insured not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) per year in the aggregate. Contractor's responsibility to provide medical malpractice insurance under this Agreement shall not include any liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorneys' fee) that arise directly or indirectly from services provided to persons other than County Patients. Upon request by County, Contractor shall provide County with a certificate of insurance; or if self-insured, a copy of evidence of same.

The effective date of this Amendment is the date the last Party representative signs this Amendment.

In all other respects except as herein amended, the Agreement dated February 10, 2026, shall remain unchanged.

COUNTY OF SAN JOAQUIN
A political subdivision of the State of California

Signed by:
By: Sukhminder S. Dhaliwal
18AE83AD1CAD486
Sukhminder S. Dhaliwal, Chair
Board of Supervisors

Date: 5/14/2026

CONTRACTOR
CENCAL Fire and EMS Authority

Signed by:
By: Jeff Ramsey
4126C0CB5105481...
Jeff Ramsey, Chairperson,
CENCAL Fire and EMS Authority

Date: 4/30/2026

ATTEST: Rachel DeBord
Clerk of the Board of Supervisors of the
County of San Joaquin State of California

DocuSigned by:
By: Rachel DeBord
4ECE458AF89343A...
Rachel DeBord,

Date: 5/14/2026

Approved AS TO FORM:

Signed by:
By: Rachael Allguier
480202B41FD948C...
Rachael Allguier,
Deputy County Counsel

Date: 4/23/2026



Certificate Of Completion

Envelope Id: 3CC89CB4-15A7-8973-82C7-8E428B18CA48
Subject: Complete with Docusign: First Amendment CENCAL Agreement - FINAL 4-23-2026.pdf
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Certificate Pages: 5
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Envelopeld Stamping: Enabled
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Status: Completed

Envelope Originator:
Christine Tualla
44 N San Joaquin ST
Stockton, CA 95202
ctualla@sjgov.org
IP Address: 12.157.107.223

Record Tracking

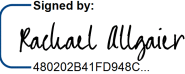
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ctualla@sjgov.org
Pool: StateLocal

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Signer Events Signature Timestamp

Rachael Allgaier
rallgaier@sjgov.org
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In Person Signer Events Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Jared Bagwell
jbagwell@sjgov.org
EMS Administrator
San Joaquin County EMS Agency
Security Level: Email, Account Authentication (None)

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Envelope Summary Events Status Timestamps

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Signing Complete

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Security Checked
Security Checked

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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kkurmis@sjgov.org

To advise Carahsoft OBO County of San Joaquin of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kkurmis@sjgov.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kkurmis@sjgov.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to kkurmis@sjgov.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Christine Tualla

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44 N San Joaquin ST

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Stockton, CA 95202

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ctualla@sjgov.org

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Jeff Ramsey

Jeff.ramsey@tracyruralfire.org

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Signature

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Rachel DeBord

sjcbosagenda@sjgov.org

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Signed: 5/13/2026 3:14:26 PM

Electronic Record and Signature Disclosure:

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Sukhminder S. Dhaliwal

sdhaliwal@sjgov.org

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Rachel DeBord

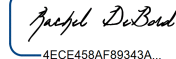
rdebord@sjgov.org

Clerk of the Board

San Joaquin County

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