

Resolution No. 2024-27

Date September 26, 2024

RESOLUTION OF THE REDWOOD EMPIRE DISPATCH COMMUNICATIONS  
AUTHORITY AMENDING THE 2007 REDCOM BYLAWS

WHEREAS, the Board of Directors of the Redwood Empire Dispatch Communications Authority (REDCOM) desire to have a set of bylaws to guide the operation of the joint powers authority, and accordingly,

WHEREAS, the REDCOM Board desires to amend the regular Board meeting schedule as described below,

NOW, THEREFORE, BE IT RESOLVED that the following bylaws shall be enacted for REDCOM and shall remain in effect until modified, as specified herein:

**BYLAWS OF THE REDWOOD EMPIRE  
DISPATCH COMMUNICATIONS AUTHORITY**

1. Officers. There shall be three officers of the Redwood Empire Dispatch Communications Authority ("REDCOM" hereinafter) as elected by the Board of Directors. These are: Chair, Vice-Chair, and Secretary.
  - a. Duties. The duties of the three officers shall be as set forth below:
    1. Chair shall preside over meetings and set the agenda, shall sign contracts, payments consistent with the approved budget, and other documents as the authorized representative of the Board.
    11. Vice-Chair shall perform the duties of the chair in the event that the Chair is absent.
    - iii. Secretary shall perform the duties of the chair in the event that both the Chair and the Vice-Chair are absent, and shall also prepare minutes of the Board Meetings and provide copies to members of the Board and the public.
  - b. Election and Terms. At the first meeting in July of each calendar year, the officers shall be elected by the Board. No individual may hold the same office for two or more consecutive years. Terms of office shall begin with the first

action following the election and continue until the next election. Special elections can also be called as necessary by a vote of five members of the Board.

2. Regular Business Meetings.

There shall be no fewer than four (4) Regular Meetings of the Board each calendar year, with such meetings to be held on or about the first Thursday of February, March, July and October of each year. The location of Regular Meetings shall be determined by the Chair.

3. Conduct of Meetings. Meetings of the REDCOM Board of Directors shall be conducted in an orderly fashion and, at the request of any Director, shall refer to "Robert's Rules of Order" for clarification or to specify any individual procedure. Speakers shall be recognized by the Chair before making remarks. Motions may be made by any member and require a second for consideration. The Chair can stop debate and call for a vote at any time. Amendments to a motion can only be made with the consent of the motions originator. Meetings will be conducted in compliance with the Brown Act.

4. Conflict of Interest Code. The Board shall adopt a conflict of interest code and shall review and update the code at least annually.

5. Dispatch Operations Advisory Body. The Dispatch Operations Advisory **Body** established in the Joint Powers Agreement shall, at a minimum, consist of: **the** Emergency Communications Center chief of the California Department of Forestry or his/her designee; a representative of at least one (1) city, one (1) independent district, one (1) representative of County Services Area 40, the Sonoma County Ambulance Services Franchise Provider, and one (1) agency that provides both fire protection and ambulance services. Members of this advisory body shall be appointed by their respective Department Heads or comparable person in the identified member agencies. The Board shall have the power to amend this list of minimum membership at any time, upon a majority vote.

6. Committees. The Chair, subject to approval by the Board, shall appoint committees and provide direction as to the purpose and deadlines for each committee. Once appointed, committees shall elect a Chair and organize themselves as appropriate to complete their purpose. Committees shall be abolished by majority vote of the Board, or when the purpose for their formation has been satisfied.

7. Notification of Major REDCOM Financial Commitments: All members will be notified 60 days in advance before the Board incurs any obligation in excess of 20% of REDCOM's operating budget for the prior fiscal year. Notwithstanding

the foregoing, the 60 day notice period described above may be limited based on emergency or exigent circumstances, in which case members shall be provided with such notice as soon as reasonably practical. Any Board action that is likely to result in a new financial obligation that is 20% greater than REDCOM's operating budget for the prior fiscal year, not including annual operating expenses that are included in an approved budget, must first be approved by a 2/3 affirmative vote of the membership.

a. The notice shall include a schedule that includes an estimate of the annual costs for which each member will be responsible, and the fiscal years in which the costs will be levied.

b. The estimate of future year costs shall be based on the members' current percentage shares of the cost in the first full fiscal year of debt service (or annual depreciation or capital replacement) and shall include a statement describing the bases upon which future years' percentage shares may be changed, and advising that members will be required to pay the entire balance of this cost in the event of their subsequent withdrawal (i.e. beyond the period for withdrawal following receipt of the 60 day notice) from REDCOM.

c. The notices provided for in this section shall be sent via regular mail, first class delivery, to the chairman or department head of each member agency.

8. Membership Termination Procedures. If a Member of REDCOM decides to terminate its membership therein, it shall be required to comply with the terms and conditions regarding termination as set forth in REDCOM's Joint Powers Authority agreement. The following procedures shall govern the processing of termination notices.

a. Notice. Within sixty (60) days of receipt of a notice from a member seeking to terminate its membership in REDCOM, the Board shall provide to such member an estimate of the costs to be paid pursuant to such termination. If the estimate for any particular item(s) of cost cannot reasonably be provided within the sixty - day period, the Board shall so inform the terminating member, and shall provide it with all relevant information which may reasonably be produced which could allow the member to estimate the cost itself.

b. Calculation of Post-Termination Liabilities: After providing a notice of termination, the terminating member shall continue to pay existing operating cost obligations in the same time and manner until the termination becomes effective. In addition, such terminating member would also pay, in a timely manner, any

costs incurred to remove the member from the CAD system and any radio adjustments required in order to continue providing the same level of radio service to continuing members and contractors, if any. Upon a 2/3 vote, the Board may decide that all or a portion of these costs will be waived or assigned to others upon a finding of a benefit to REDCOM or its non-terminating members.

i. Additional expenses for which terminating members would be liable include any items which REDCOM amortizes in the budget, and any expenses that REDCOM was obligated to pay prior to receiving the notice of termination.

ii. Terminating members shall pay a percentage of any obligations remaining after their termination in an amount equal to the percentage of their allocation in their last full year of the JPA. The payment amount shall be discounted by the County treasury pool rate applicable for that time period. For example, if a member terminates five years into a thirty year lease, it would owe all of its portion of the remaining lease payments, discounted as noted.

iii. Notwithstanding the foregoing, if a member has provided a notice of termination prior to REDCOM incurring obligations more than 20% in excess of REDCOM's operating budget for the prior fiscal year, the member shall be liable only to pay for the costs associated with such obligation up to the effective date of termination.

iv. The Board and terminating member could agree to a multi-year payment plan (less the net present value discount as applicable) should it be requested by terminating member, so long as the term for repayment would not exceed the term of repayment of other continuing members.

c. Negotiation. After providing notice of the costs associated with termination, the Board and the terminating member shall in good faith negotiate the actual amount the terminating member shall be required to pay. If the parties fail to reach an agreement regarding the amount of payment, they may mutually agree to mediate, arbitrate, or invoke any other procedure available under law or in equity. Except as may be mutually agreed, either party may file a legal action to resolve the dispute

d. Withdrawal of Notice of Termination. Prior to the effective date of termination, any member may withdraw a notice of termination of membership previously provided upon payment of all costs incurred by REDCOM associated with, or as a result of receiving, the notice of termination. The Board has the discretion to waive such costs.

9. Insurance Coverage. At a minimum, REDCOM recommends that its members maintain insurance, or their respective self-insurance programs that cover the operations of REDCOM, as set forth below. If REDCOM obtains its own insurance, it is required to obtain insurance that meets, at a minimum, the following requirements:

a. Commercial general liability insurance covering bodily injury, property damage, personal injury, public officials errors and omissions, employment practices, and incidental medical malpractice, using an occurrence policy form, in an amount no less than five million dollars (\$5,000,000.00) combined single limit for each occurrence. Said coverage shall either be endorsed with the following specific language or contain equivalent language in the policy:

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of REDCOM's liability. In addition, the insurance provided herein is primary coverage to the named insureds with respect to any insurance or self-insurance programs maintained by the Parties."

b. In the absence of incidental medical malpractice coverage required above, professional liability insurance for all activities of REDCOM arising out of or in connection with the operations of REDCOM, in an amount no less than five million dollars (\$5,000,000.00) combined single limit for each occurrence.

c. Automobile liability coverage including bodily injury and property damage in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence. Said coverage shall include owned, hired, and non-owned vehicles.

d. Workers' Compensation coverage with statutory limits, as required by the Labor Code of the State of California.

10. Insurance for Contractors. Any contractors or subcontractors engaged by REDCOM to perform services or provide materials to REDCOM shall be required to maintain, and shall require all of their subcontractors and other agents to maintain, insurance in an amount and under terms appropriate for the type of services rendered or materials provided as determined by the REDCOM Board.

When appropriate, REDCOM shall be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured.

11. Cooperation in Joint Defense If REDCOM and a Party are Defendants in a Lawsuit. REDCOM shall cooperate with each of the members in the defense of any claim or lawsuit in which both REDCOM and a member are sued and the charging allegations involve the claim of improper response to a call for emergency services. The cooperation shall include but not be limited to the following:

a. Mutual exchange of all relevant non-privileged documents without the need for subpoena or formal discovery;

b. 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; and

c. Early discussion between REDCOM and a member or members in an attempt to reach an agreement as to the most cost-effective strategy for defense and resolution of the issues.

12. Amendments. These bylaws may be added to or otherwise amended by resolution of this Board.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director *Boaz*, who moved its adoption, seconded by Director *Crowl*, and passed by the REDCOM Board of Directors this 26th day of September 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye	X	No	Absent
Vice Chair Heine	Aye	X	No	Absent
Secretary Cleaver	Aye	X	No	Absent
Director Boaz	Aye	X	No	Absent
Director Crowl	Aye	X	No	Absent
Director Dunston	Aye	X	No	Absent
Director Luoto	Aye		No	Absent X
Vote:	Aye	6	No 0	Absent 1

**WHEREUPON**, the Board Chair declared the foregoing resolution adopted,  
and

**SO ORDERED:**



Stephen Akre,

Chair of REDCOM Board of Directors

**ATTEST:**



Evonne Stevens,

REDCOM Executive Director