



## REDCOM BOARD OF DIRECTORS

### **Special Meeting Agenda**

**June 11, 2025 @ 200pm**

**Sonoma County Fire District Station No. 1  
8200 Old Redwood Hwy  
Windsor**

**Join by [Teams Meeting](#)**

Meeting ID: 264037460558 Passcode: Lc7rD2Hh

**or by phone at 1-929-376-1982 using Conference 464 933 476#**

Director Dr. Luoto will participate remotely under the traditional teleconferencing rules under the Brown Act. Dr. Luoto's publicly accessible teleconference

Location is:

The Public Library  
316 Estrella Ave, La Selva Beach CA, 95076

The Public is welcome at the above locations

Since we have one Board Member remote for this meeting, attendance will comply with the traditional teleconferencing rules required by the Brown Act.

Notice: Copies of additional materials provided to the Board of Directors for information on agenda items are available at the County of Sonoma Clerk of the Board's Office and the REDCOM fire & EMS 9-1-1 Center.

1. Call to Order
2. Approval of the Agenda

3. Public Comment Period

Anyone from the public may address the REDCOM Board of Directors regarding any subject over which the Board has jurisdiction, but which is not on today's agenda. Individuals will be limited to a three-minute presentation. No action will be taken by the Board as a result of any items presented at this time.

**Closed Session Calendar**

4. Closed Session Item: The Board of Directors will consider the following in closed session: significant exposure to litigation pursuant to subdivisions (d)(2) and e(4) of Section 54956.9 (1 matter).

**Regular Calendar**

5. Information Item: Executive Director's report
6. Action Item: Bell's Ambulance fee objection hearing
- a. Board determination on Bell's Ambulance fee objection for FY 24/25
  - b. Board determination on Bell's Ambulance fee objection for FY 25/26
7. Discussion Item: Second Amendment to the Joint Powers Agreement and Proposed REDCOM Bylaws Amendments
8. Next Regular meeting will be – TBD  
Location: 2796 Ventura Ave Santa Rosa, Sheriffs Building
9. Adjournment- Motion to adjourn.



## REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

### STAFF REPORT

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**TO:** Board of Directors Meeting

**DATE:** June 5, 2025

**APPROVED BY:** Evonne Stevens

**PREPARED BY:** Ethan Pawson, Counsel

### ITEM 5: BELL'S AMBULANCE FEE OBJECTION HEARING

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#### **RECOMMENDATION**

- A) Reject Bell's Ambulance fee proposal for FY 24/25 and require full monthly payments of REDCOM fees pursuant to the FY 24-25 Revised Budget and the Dispatch Agreement between Bell's and REDCOM for the remainder of FY 24/25. Consider whether to apply a monthly 1.5% interest penalty for outstanding payments due.
- B) Reject Bell's Ambulance fee proposal for FY 25/26 and require full payment of REDCOM fees pursuant to the Adopted Budget for FY 25/26.
- C) Authorize the REDCOM Executive Director to enforce all terms of the Dispatch Services Agreement with Bell's Ambulance as needed, up to and including the potential for termination of the contract.

#### **BACKGROUND**

REDCOM provides emergency medical dispatch services to Bell's Ambulance Service ("Bell's") pursuant to an Emergency Medical Services Dispatch Agreement ("Dispatch Agreement") executed in 2018. On May 2, 2025, REDCOM received a letter from Bell's Ambulance Service objecting to the fee increases for fiscal years 2024/25 and 2025/26. After consultation with counsel, REDCOM determined that this letter presents an objection to the fee for services that Bell's pays to REDCOM, as described in Section III.A of the Dispatch Agreement.

The Dispatch Agreement provides that the ambulance provider is to provide a written notice of its objection within fifteen days of receipt of the Dispatch Fee Notice from REDCOM, and failure to do so is deemed an acceptance and agreement to pay fees. The REDCOM Board then must make a determination on the objection within 30 days of receipt. Pursuant to Section III.A of the Dispatch Services Agreement, REDCOM properly notified Bell's Ambulance of the Dispatch Fees established for the remainder of this fiscal year and next fiscal year based on the Cost Allocation Methodology, which REDCOM provided to Bells in February 2025. This hearing is intended to

allow deliberation by the REDCOM Board and to make a final determination on Bell's fee objection.

## **DISCUSSION**

There are two components to Bell's fee proposal, one for the current fiscal year and a second proposal for fees paid in fiscal year 2025/26. First, the letter of objection proposes that Bell's will agree to pay \$15,778 per month for the remainder of Fiscal Year 2024/25. For next fiscal year 2025/26, Bell's proposes an 8% fee increase to \$17,040 per month.

Bell's FY 24-25 total assessment was initially set at \$186,349. With the approval of the FY 24-25 Revised Budget, your Board approved an increased assessment of \$60,162. Your Board directed staff to work with providers and offer payment plans as needed, but Bell's Dispatch Agreement already provides monthly remittance.

As of June 1<sup>st</sup>, 2025, Bells has made a total of six-monthly payments towards FY 24-25 dues and carries a past due balance of \$91,720.64. Since the FY 24-25 Revised Budget was approved on February 6, 2025, Bells has continued to send monthly payments covering only the amount of the initial fee assessment (\$15,778 per month) on three separate occasions (March, April and May payments), disregarding the increased monthly dues (\$12,032.80 monthly). No interest in late payments have been assessed. Under Section III.B of the Dispatch Agreement, late payments may be assessed a 1.5% per month interest (18% per annum) on the unpaid balance. Failure to pay timely is a material breach of the Dispatch Agreement and cause for termination.

After July 1, 2025, Bell's dispatch fee contribution to REDCOM for FY 25/26 (excluding tablet command costs) will increase to \$252,729 annually, payable in monthly installments of \$21,060.75. Bell's proposal to pay up to approximately \$17,040 per month will not cover the cost for REDCOM to provide dispatch services to Bell's in FY 25/26 and is contrary to the terms of the Dispatch Agreement between Bell's and REDCOM. This proposal would result in a decrease in revenue of approximately \$48,250 in FY 25-26.

REDCOM's recent transition away from the subcontractor model, as well as various other cost increases in running a regional dispatch center, resulted in proportional cost increases for all of our providers and member agencies. Each REDCOM member agency, including those agencies that do not receive Measure H funding, as well as the other private providers who contract with REDCOM have received proportional fee increases and have made payments consistent with the terms of the JPA or their dispatch services contracts. As previously advised, a reduction to Bell's share of REDCOM fees would shift that cost burden to other member agencies and providers, potentially violating Proposition 26. Accordingly, staff recommend that the REDCOM Board reject Bell's proposal as a final resolution of the fee increases under Bell's Dispatch Agreement.

Should Bell's continue to be dissatisfied with the Board's resolution of the fee issue, their recourse under the Dispatch Agreement is to terminate the agreement with 60 days' written notice. REDCOM additionally has the right to terminate the Dispatch Agreement for cause when the provider fails to pay its bills timely. Upon termination, the provider shall pay REDCOM for all services rendered up to the date of termination. As part of the Board's action at this hearing, staff is requesting authority to take all actions necessary to enforce the terms of the Dispatch Agreement, up to and including termination of the agreement.

## **FISCAL IMPACTS**

A rejection of Bell's fee objections presents no fiscal impacts to REDCOM.

Acceptance of a lower fee amount on one or both of Bell's objections would result in decreased revenues of approximately \$60,164 for FY 24-25 and \$48,250 for FY 25-26. To maintain a fiscally sound operation, your Board would need to consider the use of reserves or the distribution of decreased services to all other providers (new assessment).

### **ATTACHMENTS**

Bell's Ambulance Letter objecting to increased fees, dated April 27, 2025  
REDCOM Response Letter, dated May 27, 2025  
Bell's Ambulance/EOA2 Cost Allocation Methodology  
Dispatch Services Agreement with Bell's Ambulance (2018)



**BELL'S AMBULANCE SERVICE**  
EMERGENCY CARE SINCE 1956



Redcom Board of Directors

04.24.25

We at Bells's ambulance have enjoyed a long and positive relationship with Redcom and value the services provided to us. We recognize that our success with the compliance portion of our contract is in part due to the Redcom staff.

With that said, the only **true** financial burden associated with the new Redcom fee structure is being placed on the two EOA providers. I appreciate that most member agencies receive Measure H financial assistance.

The EOA providers must pay a substantial amount of money to operate these EOA's. We must maintain staff and unit hours equal to 130% of predicted call volume just to meet strict time compliance. Both EOA's are currently meeting and exceeding the time compliance standards. We fully understand these issues and agreed to such when **entering a contract with the county**. We budgeted for these expenses. We also expected a modest increase in dispatch fees and have paid accordingly. As we have developed our proposal for our contract, we set up rates and budgeted expenses. We expected a modest increase in dispatch service costs, but a 37% increase in one year and a 67% increase over three years were unforeseen and unprecedented. We certainly had no way of predicting a one time "transition fee".

**The board president has made the comment that we should have known these increasing were coming.** While that may in part be true, we certainly did not expect this level of increase OR a transition fee.

**Due to a restructuring of Redcom there is now a budget shortfall of 1.8 million dollars, and this must be passed on to the users.** While you had no control of this is unfortunate reality, these increases have caused a "budget shortfall" within our organization. I'd love to say "sorry, we have a budget shortfall" and pass this on to our consumers. But it doesn't realistically work like that. We develop a budget and must work within the confines of that budget.

It bears repeating, the only **actual** financial burden of these increases has been placed only on the two EOA providers.

P.O. BOX 726  
BUSINESS (707) 433-1408

438 POWELL AVENUE  
FACSIMILE (707) 433-1461  
*Family Owned and Operated*

HEALDSBURG, CA 95448  
EMAIL [bellsambulance@aol.com](mailto:bellsambulance@aol.com)



**BELL'S AMBULANCE SERVICE**  
EMERGENCY CARE SINCE 1956



**Our EOA contract says we must use Redcom for dispatch services.** The fact that we must use a specific vendor should allow us the ability to negotiate these fees and not be subject to unreasonable and unlimited increases.

It is completely unreasonable to expect a service that provides 60 units hours a day (2.5 ambulances) with an average daily call volume of 13 calls/per day (9 transports a day) to pay \$256,000 for dispatch services.

In summary, Bells proposes the following:

- Continue to pay our previously agreed monthly costs of \$15,778/month through July 1<sup>st</sup>, 2025.
- We will pay an increase of up to 8% \$17,040/month starting July1 2025.
- We object to the transition fee and will reevaluate this next fiscal year.

Respectfully,

Pamela Bell Simmons

Owner/Operator

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HEALDSBURG, CA 95448  
EMAIL [bellsambulance@aol.com](mailto:bellsambulance@aol.com)

## Redwood Empire Dispatch Communications Authority



May 27, 2025

Pamela Bell Simmons  
Bell's Ambulance Service  
P.O. Box 726  
Healdsburg, CA 95448

**Via Email:** [bellsambulance@aol.com](mailto:bellsambulance@aol.com)

### **Re: Bell's Ambulance Dispatch Fee Objection – Notice of Board Meeting June 5, 2025**

Dear Ms. Bell Simmons,

REDCOM is in receipt of your letter dated April 24, 2025 on behalf of Bells Healdsburg Ambulance Service ("Bell's") in which you propose to pay an amount less than the negotiated monthly fee pursuant to your Dispatch Services Agreement with REDCOM. In your letter, you indicate that Bells will pay \$15,778 per month for the remainder of FY 24/25 and increasing to \$17,040 per month in FY 25/26.

REDCOM has determined that your April 24 letter represents a written objection to the Dispatch Fees established for FY 24/25 and FY 25/26. The 2018 Dispatch Services Agreement ("Agreement") between REDCOM and Bell's Ambulance provides that the ambulance provider is to provide a written notice of its objection within fifteen days of receipt of the Dispatch Fee Notice from REDCOM, and failure to do so is deemed an acceptance and agreement to pay fees. The REDCOM Board is to make a determination on your objection within 30 days of receipt. Pursuant to Section III.A of the Dispatch Services Agreement, REDCOM properly notified Bell's Ambulance of the Dispatch Fees established for the remainder of this fiscal year and next fiscal year based on the Cost Allocation Methodology, which REDCOM provided to Bells in February 2025, and is also attached here. Accordingly, Bell's failure to timely object was an agreement of the fee amounts as noticed by REDCOM. Based on the long partnership between REDCOM and Bell's, the **REDCOM Board will still hear Bell's objection and make a determination at a special meeting held on June 5, 2025 at 2 p.m.**, which is the earliest date the Board could convene to hear this matter.

Based on the budget adjustment that the REDCOM Board approved in February 2025, Bell's owed a total amount of approximately \$135,900 for the remainder of FY 24/25, paid in monthly installments of \$27,811.12. According to REDCOM's accounting, Bell's has only made two payments since the budget adjustment in February 2025, each for \$15,778.32. Therefore, Bell's



## Redwood Empire Dispatch Communications Authority

Ambulance carries a past due balance of \$51,876.72 as of the date of this letter. Under Section III.B of the Agreement, late payments may be assessed a 1.5% per month interest (18% per annum) on the unpaid balance. Failure to pay timely is a material breach of the Agreement.

After July 1, 2025, Bell's dispatch fee contribution to REDCOM for FY 25/26 (excluding tablet command costs) will increase to \$252,729 annually, payable in monthly installments of \$21,060.75. Bell's proposal to pay up to approximately \$17,040 per month will not cover the cost for REDCOM to provide dispatch services to Bell's in FY 25/26, and is contrary to the terms of the Dispatch Services Agreement between Bell's and REDCOM.

At the June 5, 2025 REDCOM meeting, the Board will provide an opportunity for Bell's to present its fee proposal and objections to the cost allocation for FY 24/25 and FY 25/26. The Board will then deliberate and make a final determination on the amount of fees owed, and whether to impose any interest for late payments. This final resolution of the objection will be communicated to Bells pursuant to the terms of the Agreement.

REDCOM understands the burden of fee increases on all our providers, but disputes that the financial burden is being placed only on EOA providers. All of the REDCOM member agencies, including those agencies that do not receive Measure H funding, as well as other private providers who contract with REDCOM are receiving and paying proportional fee increases. As you know, REDCOM cannot reduce Bells' share of REDCOM fees as this would be disproportionately felt by the other providers and violate Proposition 26.

Should you have any questions or concerns with this letter, the upcoming hearing on June 5, 2025, or the attached cost allocation methodology, please direct them to General Counsel Ethan Pawson at [ethan.pawson@sonoma-county.org](mailto:ethan.pawson@sonoma-county.org) or Executive Director Evonne Stevens at [estevens@xsnfire.org](mailto:estevens@xsnfire.org).

Very truly yours,



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Evonne Stevens, Executive Director  
Redwood Empire Dispatch Communications Authority

## REDCOM Cost Allocation Methodology

Bells Ambulance, Feb. 2025

REDCOM uses the same cost allocation methodology for all member agencies, EOA and private providers. This methodology follows the requirements stated in the REDCOM Joint Powers Agreement and Proposition 26. REDCOM's Treasurer staff (County ACTTC accountants) prepare the REDCOM Budget and cost allocation amongst the member agencies, EOA providers and private providers, with input from the Executive Director, staff and consultants.

### **1. Applicable JPA Budget and Cost Allocation references:**

- *The Parties shall pay for the entire operation of the Authority, with the annual expenditure budget determining the total amount of assessment required (11.b).*
- *The Board of Directors, in adopting an annual budget, thereby fixes the assessment against the Parties which is binding thereon. (11.b)*
- The budget shall include Operation and Maintenance Expenses and Capital Expenditures:
  - *Operations and Maintenance Expenses: The costs of operating and maintaining a facility and the communications/computer equipment housed therein shall include [...] personnel salaries and benefits, office and computer supplies and other consumables, [...] and replacement parts necessary to repair facility equipment due to normal wear and tear from ordinary usage. (11.c.i.)*
  - *Capital Expenditures: [T]he costs of original purchase of communications and computer equipment, hardware, software and other fixed asset type items [...] including equipment improvements and additions [...] Replacement of equipment at the end of its useful life shall be a capital item (11.c.ii.)*
- *Cost charged by the Authority to member agencies and approved providers shall be allocated based on a five-year rolling average of call volumes. (12)*
- *The Board of Directors shall also establish the charges to member Parties, approved providers, and others to cover the costs for any enhanced, additional or contract services. (12)*

\* REDCOM acknowledges that Bells is not a signatory to the REDCOM JPA our bound by its terms, but these provisions provide the basis for the cost allocation methodology

*established by the REDCOM Board and incorporated into the 2018 Emergency Medical Dispatch Services Agreement between REDCOM and Bells.*

## **2. Five-year average “call volume”**

Cost allocation is based on counting annual (calendar year) **case numbers with status = en route**. A case number is a number issued by CAD and unique to each incident and agency. If multiple agencies respond to the same incident, a different case number will be issued for each agency, and the count of case numbers will increase equally for all dispatched agencies. This can happen anywhere in the County through mutual aid agreements, closest resource recommendations etc.

If the same case number appears several times because several units **from the same agency** were en route, they are removed as duplicates and only one is counted towards the count of case numbers.

To determine the percentage to use for cost allocation for FY 2024-25, the following case numbers assigned to Bells were averaged, and this average was divided by the average total number of cases for all users of REDCOM services (108,083):

Calendar year:	2019	2020	2021	2022	2023	5-year average	% of total
Bells	3766	3549	4139	3372	3109	3,587	3.32%

However, in December 2024 AMR stopped using REDCOM to monitor its transports. At it January 2025 meeting, the Board approved an adjustment to reflect AMR’s drop in the use of REDCOM services. The loss of AMR’s business led to a reduction in the total number of cases for REDCOM (from 108,083 to 104,405), and therefore the percentage for each provider increased. Bells’ percentage increased from 3.32% to 3.44%. This second percentage is used to calculate the increase in costs associated with the FY 24-25 REVISED Budget only.

## **3. Cost allocation methodology:**

For each member agency / EOA / private provider, the total assessment is then calculated by adding together the following 3 steps:

### **STEP 1: Base Fee contribution:**

Each member agency, EOA and private provider is assigned a tier based on call volume and assessed the corresponding amount shown in the table below.

Base Fee Allocation using a 2% CPI over previous year				
5-yr Average Calls	Range	2023-24	2024-25	2025-26
25,000+	1	\$ 217,590	\$ 221,942	\$ 226,381
15,000-24,999	2	\$ 186,506	\$ 190,236	\$ 194,041
4,001-14,999	3	\$ 37,301	\$ 38,047	\$ 38,808
2,501-4,000	4	\$ 24,867	\$ 25,365	\$ 25,872
1,500-2,500	5	\$ 18,650	\$ 19,023	\$ 19,404
1,000-1,499	6	\$ 12,434	\$ 12,682	\$ 12,936
501-999	7	\$ 4,974	\$ 5,073	\$ 5,175
1-500	8	\$ 3,731	\$ 3,805	\$ 3,881

When the FY 24-25 Budget was adopted in March 2024, Bells fell in range #4 and was therefore charged a Base Fee contribution of \$25,365. The total Base Fee contribution allocated to all parties was \$758,410.52.

## **STEP 2: “Call Budget” contribution:**

The “Call Budget” is a working definition to designate the total costs that are allocated to all member agencies, EOA and private providers using the 5-year average call volume, after offsetting the amount assessed through the Base Fee (Step 1), and is determined using the following formula:

$$\begin{array}{r}
 \text{Total expenditures budget (not including depreciation)} \\
 - \\
 \text{Any costs allocated to only certain types of providers} \\
 - \\
 \text{Any costs funded using reserves / fund balance (as determined by the Board)} \\
 + \\
 \text{Any additional assessment towards special project (as determined by the Board)} \\
 - \\
 \text{The total already assessed through the Base Fee Contribution in Step 1}
 \end{array}$$

=  
Total “Call Budget”

At the time of the adoption of the FY 2024-25 Budget in March 2024, the Call Budget was:

\$6,772,573	Total REDCOM Expenditures Budget
-\$105,849	Fire Season Dispatcher cost (fire agencies only)
-\$4,042	Aircards (only Bells and AMR)
-\$364,937	Tablet Command licenses (City of Sonoma, Kenwood FPD, North Sonoma Coast FPD, Timber Cove FPD, Coast Life Support, SCSO – Helicopter, Life West and REACH <b><u>do not</u></b> purchase Tablet Command licenses through REDCOM in FY 24-25)
-\$788,589	Expansion Project
+ \$100,000	1 <sup>st</sup> year of a four-year assessment towards the expansion project (each member agency, EOA and private providers will contribute their share of \$100,000 annually for 4 years starting in FY 2024-25, the remaining cost is funded through reserves).
-\$758,411	Base Fee Contribution total assessed in Step 1
\$4,850,745	Total “Call Budget” using the Adopted FY 24-25 Approved Budget

When the FY 24-25 Budget was adopted in March 2024, Bells was allocated a cost of \$160,984 (3.34% of \$4,850,745).

**STEP 3: Costs allocated to only some agencies / providers:**

- a. Fire Season Dispatcher shifts (applies to Fire member agencies only):  
Bells: N/A
- b. Dues for Tablet Command licenses (based on the number of licenses each agency requested and the invoice from Tablet Command). This cost is not affected by the increase in cost related to the Revised Budget.  
Bells: \$970.99
- c. Aircards: This cost is not affected by the increase in cost related to the Revised Budget.  
Bells: \$2,020.80 (4 aircards @ \$168.40 per month)

#### 4. Increased expenditures in the FY 24-25 Revised Budget:

REDCOM now faces an increase of \$1,655,399 as shown in the FY 2024-25 Revised Budget. This cost is allocated to all member agencies, EOA and private providers using the 5-year average call volume, AFTER the AMR adjustment (3.44% instead of 3.32%)

Bells' share:  $\$1,655,399 \times 3.44\% = \$56,945.71$

In addition, all providers must cover the share of costs originally allocated to AMR, which will no longer materialize now that AMR has stopped using REDCOM for its transport business. Bells' share: \$3,290

Bells' total: \$60,164

#### 5. Payment of the first and second installments based on Adopted FY 24-25 Budget:

Payments to date are deducted. As of February 5, 2025, Bells has already paid \$110,448.24 towards FY 24-25 dues.

#### 6. Total Revised assessment remaining in FY 24-25:

Upon Board adoption of the FY 24-25 Revised Budget, the total assessment remaining for FY 24-25 is as follows:

	Bells
Step 1 Base contribution (total: \$758,411)	\$25,365
Step 2: Call Budget contribution (\$4,850,745 * 3.32%)	\$160,984
Subtotal	\$186,349
Step 3: Costs allocated to only some agencies	
Tablet Command licenses	\$971
Aircards (4)	\$2021
Total due as announced in March 2024	\$189,341
Additional assessment for increased expenditures in FY 24-25 (\$1,655,399 * 3.44%) and reallocation of AMR's share for January – June 2025 (\$3,290)	\$60,164
REVISED total upon Board adoption	\$249,505

Paid as of Feb 6, 2025	(\$110,448)
Remaining	\$139,057

Amount announced in Attachment 2 of the FY 24-25 Revised Budget: \$135,900.

Difference: \$3,156 – due to monthly payments instead of installments, Bells is slightly behind the 60% that covers installments 1 and 2, but caught up as of January.

REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY  
AND BELL'S AMBULANCE

EMERGENCY MEDICAL SERVICES DISPATCH AGREEMENT

THIS AGREEMENT, dated as of 06/11, 2018, is entered into by and between the Redwood Empire Dispatch Communications Authority, a Joint Powers Authority entity, (hereinafter referred to as "REDCOM") and Bell's Healdsburg Ambulance Service, Inc., a California corporation (hereinafter referred to as "PROVIDER").

RECITALS

WHEREAS, pursuant to the terms of the Joint Powers Agreement for Establishing a Coordinated Public Safety Dispatch System for Fire and Emergency Medical Services in Sonoma County, dated June 30, 2002, and amended effective July 1, 2007 (collectively, the "JPA Agreement"), REDCOM has agreed to provide Emergency Medical Dispatch and ambulance dispatch services to the geographic area of the County of Sonoma; and

WHEREAS, the County of Sonoma (hereinafter referred to as "COUNTY") has authorized REDCOM to provide Emergency Medical Dispatch (including call triage, resource prioritization, deployment, and pre-arrival instructions) and emergency ambulance dispatch services, consistent with authority provided to COUNTY under Health and Safety Code section 1798; and

WHEREAS, REDCOM has acquired the physical location and equipment, and contracted with a third-party vendor to provide staff necessary to maintain and operate dispatch and communication facilities for public safety fire and emergency medical services; and

WHEREAS, REDCOM provides emergency medical dispatch and ambulance dispatch services to public sector members of REDCOM, as well as to private sector non-members such as PROVIDER; and

WHEREAS, PROVIDER holds a valid County Ambulance Permit and provides ambulance services within the County of Sonoma; and

WHEREAS, the parties hereto desire for REDCOM and PROVIDER to enter into a contract authorizing REDCOM to provide Emergency Medical Dispatch and ambulance dispatch services to



PROVIDER, and to provide for a method of payment for such services.

NOW, THEREFORE, In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

## AGREEMENT

### I. DISPATCH SERVICES:

REDCOM shall provide coordinated Emergency Medical Dispatch and ambulance dispatch services (collectively, "Dispatch Services") to PROVIDER within the geographic boundaries of the County of Sonoma in accordance with the following requirements:

A. REDCOM shall provide the personnel, equipment and materials necessary to provide Dispatch Services in a manner consistent with all applicable EMS Agency policies and procedures.

B. REDCOM shall provide the personnel, including appropriate supervisory personnel, to staff and operate the emergency medical dispatch center as a Secondary Public Safety Answering Point (PSAP) on a twenty-four (24) hour/day basis.

C. REDCOM shall maintain a Computer Aided Dispatch (CAD) system that includes the necessary hardware and software to provide Dispatch Services.

D. REDCOM shall ensure that its Emergency Medical Dispatch operations include the necessary equipment to maintain continuation of services during periods of disruption of normal services/operations.

E. REDCOM shall provide Emergency Medical Dispatch services consistent with Emergency Medical Dispatch (EMD) protocols and operations, including call prioritization and pre-arrival instructions.

F. REDCOM shall ensure and maintain certification and training of Emergency Medical Dispatchers.

G. REDCOM shall provide emergent dispatching of PROVIDER units, in accordance with PROVIDER and REDCOM policies and procedures.

H. REDCOM shall post PROVIDER'S units and resources in accordance with PROVIDER'S policies and procedures.

### II. PROVIDER OPERATIONAL REQUIREMENTS

Provider shall comply with the following operational requirements with respect to receipt of services under this Agreement:

A. PROVIDER shall ensure that its ambulance personnel utilize appropriate and authorized radio procedures, protocols, and language when communicating with REDCOM.

B. PROVIDER shall supply REDCOM with current and accurate information on unit and resource status at all times.

### III. PAYMENT OF DISPATCH FEES

A. Each fiscal year, REDCOM shall establish the annual amount that PROVIDER shall be required to pay for the services rendered under this Agreement (hereinafter referred to as "Dispatch Fees") pursuant to a cost allocation methodology. As part of REDCOM's budget adoption process, REDCOM shall give PROVIDER advance notice of the Dispatch Fees established for each fiscal year. Should PROVIDER object to the amount of Dispatch Fees established for any given fiscal year, then it shall provide written notice of such objection within fifteen (15) days of receipt of the Dispatch Fee notice from REDCOM. PROVIDER'S objection shall be determined by the REDCOM Board of Directors within 30 days after receipt of the objection. REDCOM shall give PROVIDER prompt notice of the resolution of PROVIDER'S objection. Notwithstanding other provisions in this Agreement, should PROVIDER continue to object to the Dispatch Fees proposed by REDCOM after communication of the resolution of objection, then PROVIDER shall have the ability to terminate this Agreement upon providing 60 days' written notice. Failure to provide a written objection within fifteen (15) days of receipt of the Dispatch Fee notice from REDCOM shall be deemed to be acceptance of and agreement to pay said fees for the duration of the fiscal year. Provider's current year dispatch fees are set forth in Attachment A, which is attached hereto and incorporated herein.

B. PROVIDER shall pay to REDCOM the applicable Dispatch Fee on a monthly basis. Such monthly payments are due and payable on the 1st day of the month following the Invoice date. Payments shall be considered late if REDCOM has not received them by the 5th day of the month for which they are due. If payment in full is not received by the 5th day of the month for which such payment is due, REDCOM may assess a one and one-half percent (1 & 1/2 %) per month (18% per annum) interest charge on any unpaid balance for the period beginning on the date on which the payment was due and ending on the date that the amount is paid in full. Failure to timely pay shall be deemed a material breach of this Agreement.

### IV. TERM OF AGREEMENT AND TERMINATION

A. Term: The term of this Agreement shall begin on February 1, 2018, and shall continue in full force and effect until rescinded or terminated pursuant to the provisions set forth below.

B. Termination Without Cause: Either party may terminate this Agreement without cause upon providing a 90-day written notice of termination to the other party.

C. Termination For Cause:

1. Notwithstanding any other provision of this Agreement, should PROVIDER fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, REDCOM may immediately terminate this Agreement by giving PROVIDER written notice of such termination and stating the reason for the termination. REDCOM further has the right to immediately terminate this Agreement should PROVIDER become insolvent, fail to pay its bills owed to REDCOM when due, make an assignment for the benefit of creditors, or cease operations.

2. This Agreement is conditioned upon PROVIDER holding a valid County Ambulance Permit; should such permit be denied, revoked, suspended or not renewed, this Agreement shall be deemed immediately terminated. In such event, PROVIDER is required to provide immediate oral and written notice of such loss of permit and resulting termination to REDCOM.

D. Payment upon Termination: Upon termination of this Agreement, PROVIDER shall pay REDCOM for all services rendered up to the date of termination.

E. Survival of Indemnification Obligations: Notwithstanding the foregoing, the Indemnification obligations set forth in Section V, below, survive any termination of this Agreement with respect to events that occurred or transpired prior to the date of termination.

## V. INDEMNIFICATION AND ATTORNEY'S FEES

A. PROVIDER, on the one hand, and REDCOM, on the other hand, each agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release each other (including their respective supervisors, officers, agents, subcontractors, assignees and employees) from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including themselves, resulting from PROVIDER'S or REDCOM'S own respective negligence or willful misconduct arising out of or in connection with performance under the Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under worker's compensation acts, disability benefit acts, or other employee benefit acts.

B. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all reasonable fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

## VI. INSURANCE

PROVIDER shall maintain, and shall require all of its sub-contractors to maintain, insurance as described below:

A. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Redwood Empire Dispatch Communications Authority.

B. General or Professional Liability Insurance. Commercial general liability insurance or professional liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Redwood Empire Dispatch Communications Authority.

C. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Redwood Empire Dispatch Communications Authority.

D. Documentation. The following documentation shall be submitted to REDCOM within 30 days of its request.

1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above.

2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

3. Certified copies of the insurance policies.

4. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

E. Policy Obligations. PROVIDER'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

F. Material Breach. If PROVIDER, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. REDCOM, at its sole option, may immediately terminate this Agreement and obtain any resulting damages from PROVIDER or pursue other available remedies.

## VII. GENERAL PROVISIONS

A. 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.

B. No Waiver of Breach: The waiver by REDCOM of any breach by PROVIDER 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.

C. Assignment/Delegation: Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the prior 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. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

D. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties. This

Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Agreement.

E. Non-discrimination: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment and provision of services because of race, color, ancestry, national origin, citizenship, religion, sex (including, but not limited to, gender identity and expression), marital status or domestic partner status, sexual preference, age, pregnancy or childbirth, medical condition, physical or mental disability, genetic information, military or veteran status, or any other category protected by state or federal law. All nondiscrimination rules or regulations required by law to be included in this Agreement are hereby incorporated herein by this reference.

F. Construction of Agreement and Venue: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. The parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.

G. Notices: All notices, bills, and payments shall be made in writing and shall be given by personal delivery, by U.S. Mail, or by courier service. Such notices, etc., shall be deemed provided on the date of receipt. Notices, bills, and payments shall be addressed as follows:

TO: REDCOM:

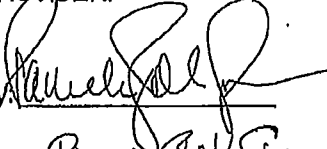
Aaron Abbott  
c/o REDCOM  
2796 Ventura Ave.  
Santa Rosa, CA 95403

TO: PROVIDER:

Changes may be made in the names and addresses of the person to whom notices are to be sent by giving written notice pursuant to this paragraph.

IN WITNESS WHEREOF the parties hereto enter this Agreement as of the date on which it is fully and finally executed, as set forth below.

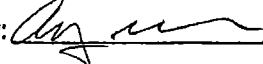
PROVIDER:

By:   
Name: Pamela Bell Simmons

Title: CFO

Date: Oct 11/18

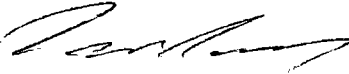
REDCOM:

By:   
Name: Anthony G. Cassner

Title: Chairman, REDCOM Board of Directors

Date: 6/12/18

APPROVED AS TO FORM FOR REDCOM:

By:   
Deputy County Counsel

## Member Fees and Direct Charges



**Preliminary Budget FY 2025-26**

*all amounts presented rounded to nearest dollar*



## **REDCOM**

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

### **STAFF REPORT**

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**TO:** Board of Directors Meeting

**DATE:** June 5, 2025

**PREPARED BY:** Ethan Pawson, Counsel

**APPROVED BY:** Evonne Stevens

#### **ITEM 6: SECOND AMENDMENT TO THE REDCOM JOINT POWERS AGREEMENT AND PROPOSED REDCOM BYLAWS AMENDMENTS**

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##### **RECOMMENDATION**

Discuss the proposed amendments to the REDCOM JPA and Bylaws and provide feedback and direction to staff on next steps.

##### **BACKGROUND**

REDCOM is a Joint Powers Authority currently governed by the First Amended Joint Powers Agreement Establishing a Coordinated Public Safety Dispatch System for Fire and Emergency Medical Services in Sonoma County ("JPA"), pursuant to California Government Code sections 6500, et seq. The REDCOM JPA was last amended and executed by the member agencies in 2019. The REDCOM Bylaws govern its Board of Directors and were last amended in October 2024 to accommodate on-boarding employees.

Based on recommendations from the AP Triton report and throughout the transition away from AMR as a subcontractor, the REDCOM Board recognized the need to make adjustments to the REDCOM JPA, which binds all of the member agencies. In October 2024, the Board established an ad hoc committee tasked with reviewing and making suggested edits to the JPA and Bylaws.

The JPA is an agreement among all the member agencies which must be approved and executed by each governing body, district board, or city council of the member agencies. The Bylaws are a Board document that only requires approval by a majority of the REDCOM Board in order to make amendments. However, the two documents cross-reference each other so staff are presenting proposed edits to both documents here for full Board consideration and deliberation.

##### **DISCUSSION**

## 1. JPA

The amendments to the JPA reflect a number of clarifications, definitions, and non-substantive amendments that improve consistency in terminology and updates to modern operations of REDCOM. In addition to these clerical changes, there are a number of substantive items that staff would like to highlight for Board discussion and deliberation.

**a. Gov. Code section 6509 clause:** as required by State law governing Joint Powers Authorities, the JPA now includes a clause designating the County of Sonoma as the member agency whose powers and authorities restrict and limit the powers of the Authority. The County was chosen as the entity with the broadest authority under State law and due to the County's existing role in providing accounting and legal services to REDCOM.

**b. Board Composition:** the amended JPA now includes the following Board members:

1. Largest City by call volume
2. Largest Fire District by call volume
3. A City or Fire District that provides ambulance transport, selected by a majority vote of all cities and districts that provide ambulance transport.
4. A City, Fire District or Special District elected by majority vote of all member agencies.
5. Public provider of ambulance but not fire services, elected by majority vote of member agencies that provide ambulance but not fire protection services
6. Sonoma County EMSA Regional Administrator
7. County representative nominated by at least 4 of the other 6 Directors

For comparison, the prior version of the JPA included the following Board composition:

- 3 of 7 seats from agencies providing fire protection services
  - 1 of these shall be the agency with the largest call volume
  - Remaining 2 shall entities providing fire protection services, selected by a majority of all member agencies
  - At least 1 but no more than 2 of these agencies from cities providing fire protection services
- 1 seat from an agency providing ambulance services but not fire protection services
- 1 seat for the Sonoma County EMSA Regional Administrator
- 1 seat for Sonoma County Public Health Officer, or their medically qualified designee
- 1 seat at large, elected by the other 6 directors

**c. Gov. Code section 6505.5 Auditor and Treasurer Appointment:** The amended JPA affirmatively identifies the Sonoma County ACTTC as the Auditor/Treasurer of REDCOM, rather than leaving it open ended. This change reflects the current status for REDCOM and better complies with State law.

**d. Budget Clarifications:** The amended JPA includes a number of corrections and clarifications around the Budget process and identifies the EOA providers and private providers as contributors to the cost allocation methodology. Section 12.b.iii was added to include a "Contingencies" element to the annual budget. Section 12.d clarifies the imposition of penalties for late payment of member assessments. Section 13 also includes some revisions reflecting that EOA providers and private providers contribute to REDCOM's funding sources and the cost allocation among member agencies.

**e. Termination:** Section 16 was amended to clarify the apportionment of costs in the

event of termination of an individual agency or a rescission of the JPA by all member agencies. These changes reflect that the cost allocation methodology will be utilized to apportion costs among member agencies in the event of termination.

- f. **Section 18 – EOA Providers:** Section 18 was added to the JPA to account for cost allocation in the event that a member agency becomes an EOA provider, such as the recent change to have SCFD as the provider in EOA 1. The new language states that such a change will not result in an adverse effect for the member assessment to unrelated member agencies and that the new EOA provider shall adopt the prior EOA provider's five-year rolling call volume for the purposes of cost allocation among member agencies. In addition, the call volume for the EOA shall be considered independently from the member agency's existing call volume external to the EOA for the purposes of calculating the cost of service within the EOA. In staff's opinion, this language is critical to the ongoing solvency of REDCOM and ensuring that there are not extreme increases in the future to the member assessments of member agencies that are not involved in the EOAs.
- g. **Membership:** Amendments to Section 19 (formerly section 18) allow for the admission of new members that do not have a primary service jurisdiction in Sonoma County. This allows expansion into new jurisdictions (e.g. Mendocino County) and the future vision for a Regional Command Center led by REDCOM. Other amendments to Section 19 include clarifications around admission of new members and elimination of an allowance for the REDCOM Board to charge less than the actual cost of admitting new members, ensuring that any new additions to REDCOM pay their fair share to join the Joint Powers Authority. Section 19.b was also amended to clarify that removal of a member agency requires a supermajority vote (rather than 2/3s vote) and an opportunity for the removed member to be heard at a public hearing of the Board.

## 2. Bylaws

The Bylaws include a various clerical as well as substantive edits that were not captured by our prior Bylaws action in October 2024. As described above, the Bylaws define and govern the power and authority of the REDCOM Board rather than the member agencies. Significant changes to the Bylaws include the following:

- a. **Statement of Intent:** a new Section 1 was added to the Bylaws including a recital about the intent of the Bylaws document and its role for REDCOM.
- b. **Calling a Special Meeting:** Section 2.a.i. was amended to clarify that the Chair of the Board is authorized to call a special meeting. In the absence of the Chair, a majority of the remaining Board members may call a special meeting in compliance with the Brown Act.
- c. **Executive Director:** Section 2.a.iv was added to define the role and authority of the REDCOM Executive Director. This includes responsibility for operations, staffing, budget preparation, supervising Board committees, serving as Clerk of the Board, purchasing agent, and custodian of records. The Executive Director may also appoint a Clerk to publish agenda, prepare meeting minutes, coordinate Board meetings, and other administrative activities of the Board.
- d. **Elections:** Section 2.b was amended to state that officer elections will be held at the first

regular meeting of the fiscal year, instead of specifically at the first meeting in July. This adds flexibility and accommodates Board scheduling around the Fourth of July holiday.

- e. **Regular Meetings:** Section 3 (formerly section 2) was amended to state that the four annual regular meetings shall be held on or about the first or second week of February, March, July, and October, instead of specifically on the first Thursday of those months. This was also intended to increase flexibility and remain consistent with the terms of the JPA.
- f. **Code of Conduct and Conflict of Interest Code:** Sections 4 and 5 (formerly sections 3 and 4) added clarifying language around adoption of a Code of Conduct for the Board and a Conflict of Interest Code, as required by State law. Staff will bring forward policies on each of these items at a later date.
- g. **Composition of the DOAG:** the composition of the Dispatch Operations Advisory Group is amended to include representatives from the following entities:
  - 1. CalFIRE ECC Chief
  - 2. At least one city
  - 3. At least one independent district
  - 4. Volunteer fire departments within Sonoma County
  - 5. The EOA 1 provider
  - 6. An agency that provides both fire protection and ambulance services
  - 7. The LEMSA

These changes are largely modernization of the language and non-substantive edits to the existing DOAG composition. The major substantive change is the addition of the LEMSA representative, which was not identified in the existing Bylaws. Additionally, a sentence was added to clarify that no agency shall occupy more than one seat on the DOAG.

- h. **“20% Rule” for major financial commitments:** Amendments to Section 8 (formerly section 7) include clarification that the 20% rule applies only outside of the annual budget adoption process, such as the Budget Amendment that the Board approved in early 2025. The language now compares the new major financial commitment to the last approved operating expenditure budget, rather than to the budget for the prior fiscal year. The 2/3 membership vote requirement remains for any new major financial commitments approved by the Board.
- i. **Termination:** Section 9 (formerly section 8) is amended such that the Board now has 90 days (rather than 60 days) to provide an estimate of costs due to REDCOM by the terminating member agency. Other minor amendments were made to clarify the types of costs owed upon termination and to make the language consistent with changes to the 20% Rule described above.
- j. **Insurance:** Staff are also considering an amendment to the insurance provisions included in Section 10 (formerly section 9) to remove the recommendation that member agencies maintain their own insurance covering the operations of REDCOM. This reflects the current circumstances where REDCOM maintains its own insurance policies consistent with the requirements of Section 10, including an endorsement that the member agencies are additional insureds and REDCOM's policy shall be primary to the named additional insureds. This change has not yet been included in the draft Bylaws before your Board, but staff is interested in Board direction on the insurance provision going forward.

### **FISCAL IMPACTS**

There are no direct fiscal impacts to amending the REDCOM JPA or Bylaws

### **ATTACHMENTS**

DRAFT – Second Amended Joint Powers Agreement

DRAFT – REDCOM Bylaws

~~FIRST~~ ~~SECOND~~ AMENDED JOINT POWERS AGREEMENT ESTABLISHING A  
COORDINATED PUBLIC SAFETY DISPATCH SYSTEM FOR  
FIRE AND EMERGENCY MEDICAL SERVICES  
~~BASED~~ IN SONOMA COUNTY

This ~~First~~ ~~Second~~ Amended Joint Powers Agreement Establishing a Coordinated Public Safety Dispatch System for Fire and Emergency Medical Services ~~based~~ in Sonoma County (hereinafter, the "Agreement") is entered into by and between the undersigned members as of [DATE] ~~June 30, 2007~~, pursuant to the provisions of Title I, Division 7, Chapter 5, Article I (Sections 6500, et seq.) of the California Government Code (hereinafter the "Act") relating to joint exercise of powers by public agencies.

RECITALS

A. Certain fire protection districts, ambulance service districts, cities and the County of Sonoma entered into the initial Joint Powers Agreement Establishing a Coordinated Public Safety Dispatch System for Fire and Emergency Medical Services in Sonoma County, effective on June 30, 2002, pursuant to the Act (hereinafter, the "First JPA Agreement"). The resulting joint powers authority entity (hereinafter, "~~JPA Authority~~") was named the Redwood Empire Dispatch Communications Authority, or "REDCOM".

B. The ~~undersigned members believe that the~~ First JPA Agreement ~~has~~ enabled REDCOM to successfully pursue its mission of consolidating the fire and emergency medical dispatch services among the parties thereto, to provide a more effective and efficient coordination of dispatch services for the benefit of the public.

C. By its own terms, the First JPA Agreement terminated~~s~~ on June 30, 2007, unless otherwise extended by the parties. In 2007, the members of REDCOM entered into a subsequent Joint Powers Agreement (hereinafter "JPA") in order to extend the term of the First JPA Agreement and to continue the mission of coordinated public safety dispatch within Sonoma County.

~~C.D.~~ In 2019, the parties entered into the First Amended Joint Powers Agreement, making further amendments and clarifications to the JPA executed in 2007.

~~D.E.~~ The undersigned members (also called the "~~Parties~~Member Agencies" herein) desire to ~~extend the term of the First~~ further amend the JPA Agreement to ~~enable reflect recent transitions to REDCOM's~~ ~~to funding sources, make clarifications regarding member assessments, adjust the Board composition, allow for expanded membership outside Sonoma County, and to make other administrative and clerical corrections.~~ continue to function as a JPA entity and pursue its mission, as well as make additional modifications to the terms and conditions of that agreement.

NOW, THEREFORE, THE ~~PARTIES~~ MEMBER AGENCIES HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW.

## AGREEMENT

The ~~Parties~~ Member Agencies agree that the terms and conditions of the First ~~Amended Joint Powers A~~ Agreement are hereby amended, modified and replaced in their entirety, as set forth below (for ease of reference, all terms and conditions are set forth below regardless of whether or not they are amended or modified). This Agreement is effective beginning [DATE] ~~June 30, 2007~~.

1. Recitals. The Recitals set forth above are true and correct.

2. Definitions:

- a. Authority: The Redwood Empire Dispatch Communications Authority or "REDCOM," a joint powers authority established among the Member Agencies pursuant to California Government Code section 6500, et seq.
- b. Communications Center: The centralized facility (including staff, equipment, etc.) used for coordinated emergency response, dispatch and management, serving as the hub for all communication, resource allocation, and incident coordination during an emergency. A Communications Center can also be mobile and operate from a vehicle.
- c. Emergency Command Center: A centralized communications response center that includes incident command and coordination between fire, Emergency Medical Services and other emergency resources. It is staffed with a combination of emergency coordination and fire liaison staff, dispatchers, calltakers, a director, communication/operation manager(s) and technical personnel. Staff may be cross trained to handle a multitude of positions.
- d. EOA Provider: The exclusive provider of emergency medical transport within an Exclusive Operating Area (EOA) as defined and designated by the County of Sonoma. An EOA Provider can be a Member Agency or a Private Provider under contract with the County of Sonoma.
- e. Member Agencies: The public entities that are signatories to this Agreement and members of the Authority.
- f. Private Provider: Private organization that provides emergency services, transport, or other related services and contract with the Authority for dispatch services. Private Providers are not Member Agencies of the Authority.

2.3. General Purpose of Agreement. The purpose of this Agreement is to establish a joint powers ~~agency authority~~ that efficiently and effectively provides ~~a consolidated public safety communications Facility and staff for the~~ coordinated public safety dispatch of fire and emergency medical services through the operation of a



Communications Center (or Emergency Command Center) and a back-up communications system. The PartiesMember Agencies intend that additional public agencies that provide fire protection and/or ambulance services ~~in Sonoma County,~~ not presently executing this Agreement, may join the joint powers ~~agency authority~~ in the future subject to the applicable terms and conditions stated in this Agreement. The ~~coordinated public safety e~~Communications Center (or Emergency Command Center) facility may also provide fire and emergency services dispatch services on a contractual basis to other governmental and private entities.

The PartiesMember Agencies also intend to utilize flexible, cost effective, and efficient methods of providing the coordinated public safety dispatch of fire and emergency medical services, including a back-up communications system. The methods used in future years to provide these services may differ from those initially established under this Agreement. Any such changes shall be determined by the Board of Directors of the Authority.

3.4. Joint Powers Authority Created. Pursuant to Section 6506 of the Act, the PartiesMember Agencies create a public entity, separate and apart from the PartiesMember Agencies to this Agreement, to be known as the Redwood Empire Dispatch Communications Authority (hereinafter referred to as the "Authority"). The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities and/or obligations of any of the PartiesMember Agencies.

4.5. Authority Services. The Authority shall provide the following services:

- a. the coordinated public safety dispatch of fire and emergency medical services to the PartiesMember Agencies who are members of the Authority, and to those public and private agencies who contract with the Authority for those services. Dispatch of emergency medical services shall meet certain minimum medical standards as ~~per agreement with the County~~determined by the appropriate local emergency medical services agency (LEMSA).
- b. ~~administrative and operational management of the Authority. dispatch and management information services to participating Parties.~~
- c. process and document emergency calls for service.
- d. monitor the status of field unit activity.
- e. process and document non-emergency calls for service associated with field resources.
- f. process and document field initiated activity.
- g. obtain and maintain adequate facility, ground based and mobile radio

systems, CAD systems, and other required equipment.

h. arrange for needed staff to carry out the services provided, and a comprehensive training program.

i. such other services as may be added in the future by agreement among the ~~Parties~~Member Agencies.

#### 5.6. Powers and Duties.

a. Authority. The Authority shall have the powers common to the ~~Parties~~Member Agencies as set forth in Recitals of this Agreement, to wit: the power to acquire sites and construct, equip, staff, maintain, operate, and lease public buildings and related facilities for the purpose of providing for public safety communications ~~in Sonoma County~~.

Pursuant to the Act (Government Code Sections 6508 and 6509), all common powers exercised by the Authority shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Sonoma, a general law county.

The Authority is authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any or all of the following:

- i) to make and enter into contracts;
- ii) to employ agents and employees and to obtain legal, financial, accounting, technical, and other services as needed to carry out its mission;
- iii) to acquire, construct, manage, maintain and operate any buildings, works, or improvements;
- iv) to acquire, hold, lease, or dispose of property;
- v) to incur debts, liabilities or obligations, but no debt, liability or obligation of the Authority shall be a debt, liability or obligation of any of the ~~Parties~~Member Agencies, except as otherwise provided herein;
- vi) to receive gifts, contributions and donation of property and funds, services and other forms of financial assistance, from persons, firms and corporations and any governmental entity;
- vii) to rent or lease communications services to non-public agencies;

viii) to sue and be sued in its own name.

Such powers shall be exercised in the manner provided in the Act subject only to such restrictions as set forth in this Agreement and as imposed upon the ~~Parties~~Member Agencies in the exercise of similar powers.

Pursuant to Section 6504 to the Act, in the absence of alternate revenue sources, the Authority is empowered and by this Agreement required to assess the ~~Parties~~Member Agencies to finance the entire operation of the Authority in the manner set forth in this Agreement.

b. Board of Directors. The Board of Directors, as the governing and administrative body of the Authority, shall formulate and set policy, and shall exercise the powers set forth in this Agreement to accomplish its purpose. The Board is responsible for development of a consolidated fire and emergency medical services ~~e~~Communications eCenter (or Emergency Command Center)-and program, for the leasing or purchase of a Facility and/ or acquisition of equipment, personnel staffing and full time maintenance and operations of related equipment and facilities~~a Facility~~.

#### 6-7. Governance

a. Board of Directors. The Authority shall be governed by a Board of Directors having seven (7) members. Unless otherwise specified herein, each Director shall be an elected or appointed official of separate ~~m~~Member~~a~~Agencies. The seven (7) members shall be as follows:

- i. One Director shall represent the largest city by call volume.
- ii. One Director shall represent the largest fire protection district by call volume.
- iii. One Director shall represent a city or fire protection district that provides ambulance transport, selected by a majority vote of all Member Agencies that are cities or fire protection districts that provide ambulance transport.
- iv. One Director shall represent a city, fire protection district, or special district selected by a majority vote of all Member Agencies.
- v. One Director shall be from a selected Member Agency that provides ambulance services but does not provide fire protection services. Said Director shall be selected by a majority vote of Member Agencies that provide ambulance services but not fire protection services.
- vi. One Director shall be the person holding the position of Regional

Administrator (or in the case of a temporary vacancy of that office, Acting Administrator) of the Sonoma County Emergency Medical Services Agency.

vii. One Director shall be a County of Sonoma representative, nominated by at least four (4) of the other six (6) Directors.

No Member Agency shall occupy more than one seat on the Board of Directors. At no time shall there be fewer than two (2) Directors from Member Agencies that are cities. At no time shall there be fewer than two (2) Directors from Member Agencies that are special districts and/or fire protection districts.

~~i) — Three (3) of the seven (7) Directors shall be from separate member agencies that provide fire protection services. One (1) of these three (3) Directors shall be from the member agency with the highest call volume. "Call Volume" means the annual total number of emergency requests for service within the member agency's jurisdiction. The other two (2) Directors shall be selected from separate member agencies by a majority vote of all member agencies, or their designees, providing fire protection services. At no time shall there be fewer than one (1) Director nor more than two (2) of these three (3) Directors from member agencies that are cities who provide fire protection services.~~

~~ii) — One Director shall be from a selected member agency which provides ambulance services but does not provide fire protection services. Said Director shall be selected by a majority vote of member agencies, or their designees, which provide ambulance services but not fire protection services.~~

~~iii) — One Director shall be the person holding the position of Regional Administrator (or in the case of a temporary vacancy of that office, Acting Administrator) of the Sonoma County Emergency Medical Services Agency.~~

~~iv) — One Director shall be the Sonoma County Public Health Officer or his/her medically qualified designee.~~

~~v) — The seventh Director shall be elected by a majority vote of the other six (6) Directors. Said vote shall occur no later than eleven (11) months prior to the expiration of the seventh Director's term or the sitting seventh Director shall be deemed to have been reappointed.~~

b. Continuing Terms. As of the Effective Date of this Agreement, all individual members on the Board of Directors shall continue to serve their terms

of office uninterrupted.

c. Normal Term of Office of Directors. Each Director shall serve a four (4) year term of office. All Directors, except the persons holding the position of ~~Director-Regional Administrator~~ of the Sonoma County EMS Agency, ~~the Sonoma County Public Health Officer,~~ and the seventh Director as described in paragraph 67(a)(vii~~5~~), shall serve at the will and pleasure of their respective agencies and may be replaced at any time and without cause by the ~~m~~Member ~~a~~Agency that initially appointed the Director. Any replacement Director shall serve out the balance of the term of the member being replaced.

d. Alternates. Any Board Director may, from time to time, appoint an alternate to serve in the Director's place at any meeting. Any such alternate shall be a government employee or official from the same Member Agency as the Board Member.

#### 7.8. Meetings of the Board of Directors

a. Conducting Meetings. The Board shall hold regular meetings at least ~~quarterly-four (4) times annually~~ and shall adopt bylaws for conducting ~~their~~ meetings and other business. All meetings of the Boards, including without limitation regular, adjourned regular and special meetings, shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

b. Quorum and Decision Making Methods. A majority of voting members of the board shall constitute a quorum. Decisions shall be made by a minimum of four (4) votes of voting members present except where otherwise required by law or established by ~~b~~BBoard bylaws or other provisions of this Agreement.

c. Board Officers. The Board shall have a Chair to preside at and conduct all meetings and a Vice Chair who shall succeed the Chair and preside in absence of the Chair. The offices of Chair and Vice Chair shall rotate through each of the seats on the Board annually in a manner to be determined by the bylaws. No member shall retain the same office two (2) years in succession as a result of appointment to a separate seat.

d. Voting. Each Director, or his alternate, shall be entitled to one vote. Any decision of the Board of Directors shall require four (4) votes to be effective except when this Agreement specifically provides that a supermajority or unanimous vote is required. A supermajority of the Board shall be defined as five (5) votes.

#### 8.9. Limitation on Powers. The Board of Directors of the Authority shall have

all powers available under the Act to perform the services set forth in this Agreement, except that the issuance of new Authority debt (or increases in debt service payments required from ~~m~~Member ~~Parties~~Agencies) in an amount in excess of 20% of the Authority's operating budget for the prior fiscal year must first be approved by a supermajority (2/3) vote of the ~~membership~~Member Agencies.

9.10. Appointed Officers. Pursuant to Government Code Section 6505.56, the Board of Directors ~~shall appoint an Auditor and a Treasurer for the Authority to perform the duties required by law as well as provide other services as may be desired by the Authority. Should the~~appoints the County of Sonoma Auditor, Controller, and County Treasurer, Tax Collector (ACTTC) ~~be willing to serve, they may to~~ serve the Authority as Auditor and Treasurer, ~~or the Authority may select another eligible Auditor and Treasurer to perform such duties.~~ Such officers shall receive no compensation for holding the appointed office but shall be compensated for the cost of providing services as per written agreement with the Authority.

10.11. Frequencies. Each ~~Party~~Member Agency retains the ownership of its radio frequencies, but shall make the use of each such frequency available to Authority and each ~~Party~~Member Agency for the purpose of carrying out the provisions of this Agreement.

#### 11.12. Fiscal Year and Annual Budget/Financing

a. Fiscal Year. The Authority's fiscal year shall be the twelve (12) month period commencing each July 1, ~~except if the effective date of this Agreement is other than July 1, the first fiscal year shall be the short year commencing the effective date and ending the following June 30.~~

b. Annual Budget. The Authority shall operate only under an approved fiscal year operating budget. The Authority may not operate at a deficit. The ~~Parties~~Member Agencies, EOA Providers, and Private Providers shall pay for ~~their share of the~~ entire operation of the Authority, with the annual operating expenditure budget determining the total amount of assessment required. Once adopted annually for each fiscal year, the total annual expenditure budget may only be increased by supermajority vote of the Board of Directors. The Authority will adopt ~~an preliminary~~ annual operating budget no later than March 15 for the following fiscal year ~~and will adopt a final budget~~ in accordance with applicable state law. The Authority shall notify each Member Agency, EOA Provider, and contracting Private Provider of its share of the Authority's annual cost for the following fiscal year no later than April 1.

c. Budget Elements. The Board of Directors, in adopting an annual budget, thereby fixes the assessment against the ~~Parties~~Member Agencies which is binding thereon. The budget ~~policy~~ shall include, but is not limited to, the following components:

i) Operation and Maintenance Expenses. The costs of operating and maintaining a facility Communications Center (or Emergency Command Center) and the communications/computer equipment housed therein shall include, but is not limited to, personnel salaries and benefits, office and computer supplies and other consumables, payments to lease a facility, and replacement parts necessary to repair facility equipment due to normal wear and tear from ordinary usage.

ii) Capital Expenditures. Capital expenditures shall include the costs of original purchase of communications and computer equipment, hardware, software and other fixed asset ~~type items typically having with~~ a useful life ~~of more than one (1) year~~ determined by the REDCOM Capital Assets and Depreciation Policy, including equipment improvements and additions, as opposed to replacement parts for ordinary maintenance during the useful life of the capital items. All costs associated with such purchase, such as installation, shall be capitalized. Replacement of equipment at the end of its useful life shall be a capital item.

~~ii)iii)~~ Contingencies. The Authority's annual budget shall include a reasonable provision for contingencies.

Operations, maintenance, and Ccapital expenditures shall be shared by the ~~Parties~~Member Agencies, EOA Providers and Private Providers in conformance with the cost formula established by this Agreement, except for the operations, maintenance, and capital expenditures which are incurred for and are unique to a minority of the ~~Parties~~Member Agencies, in which case such minority share the expense amongst themselves through a cost allocation formula approved by the Board of Directors.

d. Assessments. Upon adoption of the fiscal year budget by the Board of Directors, and the forwarding thereof to the governing bodies of the ~~Parties~~Member Agencies ~~by the Board Secretary, unless otherwise specified by the order of the Board of Directors~~, the assessments fixed therein are automatically due and payable without further notice as follows:

July 15:	35% of total assessment
October 15:	25% of total assessment
January 15:	25% of total assessment
April 15:	15% of total assessment



The Board of Directors may set a different payment schedule, for any reason including, but not limited to, to providing for adequate cash flow for operations and maintenance expenses and/or capital purchases, or to accommodate the influx of different revenue sources, as needed.

After (30) calendar days, A-the Authority reserves the right to apply a late charge of up to five percent (5%) ~~late charge shall be imposed upon~~ assessment payments not promptly received by the Authority ~~within thirty (30) calendar days following the scheduled dates for payment.~~ An additional five percent (5%) charge shall be imposed if payment is not made within an additional thirty (30) calendar days. If an assessment, including late charges, is not paid in full within seventy five (75) calendar days following ~~any scheduled due date~~ the initial assessment of the late charge, the Party Member Agency shall be in default and the Board of Directors will determine the appropriate penalty at its next public meeting, including potential ~~and subject to immediate and automatic~~ termination in accordance with this Agreement.

~~e. — Annual Notification. The Authority shall notify each participating agency and contracting private provider of its share of the Authority's annual cost for the following fiscal year no later than April 1.~~

~~12. — Funding and Cost Allocation. The Authority's annual budget shall include a reasonable provision for contingencies as well as financing for the maintenance, upgrade, or ultimate replacement of key fixed assets and structures.~~

13. The Authority shall endeavor to provide its services in the most cost effective manner available without compromising quality standards. The Authority shall endeavor to allocate all costs fairly and equitably to all participating Member aAgencies, EOA Providers, and approved Private pProviders. The Authority shall endeavor to maximize external revenue sources to proportionately offset all Member Agencies' member assessments.

The Authority shall consider all available funding options to finance its costs. These shall include but are not limited to: charges to ~~mMember Parties~~ Member Agencies, EOA Providers, and Private Providers for baseline services, charges to ~~mMember Parties Agencies, EOA Providers, and Private Providers~~ for enhanced or additional services, charges for contract services provided to other agencies and Private Providers, taxes, bonds, and federal or state or private grants.

Costs charged by the Authority to ~~mMember aAgencies, EOA Providers, and approved Private pProviders~~ shall be allocated based on a five-year rolling average of call volumes. The Board shall establish the methodology for determining the volume of calls. The percentage allocations may also be revised at any time by the Board of Directors to accommodate the addition, if any, of new providers or the annexations or



consolidations between members as per the provisions of this Agreement.

The Board of Directors shall also establish the charges to ~~m~~Member ~~Parties~~Agencies, ~~EOA Providers~~, ~~approved~~Private ~~p~~Providers, and others to cover the costs for any enhanced ~~or~~; additional ~~or contract~~ services.

14. Dispatch Operations Advisory ~~Body~~Group. There shall be an advisory body to review and recommend operational policies and procedures that guide the 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-Communications Ce~~center (or Emergency Command Center). The members of the advisory body shall be appointed by the Board of Directors as set forth in the By Laws.

15. Appeals to the Board of Directors. Any ~~m~~Member ~~a~~Agency shall have the right to appeal any implemented or recommended policy or procedure to the Authority's Board of Directors for final determination should, in the opinion of the member agency, such policy or procedure pose a significant impact on the member agency. In such cases, the Authority's Board of Directors shall need a supermajority vote, to approve the policy or recommendation.

16. Term of Agreement and Termination Provisions. This Agreement shall be deemed to go into effect on ~~June 30, 2007~~[DATE] (the "Effective Date"), and shall continue in full force and effect until rescinded or terminated, as set forth below.

a. Termination of Individual Membership. Any ~~m~~Member ~~Agency~~ may terminate its participation in this Agreement by giving written notice to the Board of Directors not less than one year and 120 days before the start of the fiscal year, which termination shall be effective only on the beginning of the next fiscal year.

i) If a ~~m~~Member ~~Agency~~ terminates its participation in this Agreement, it shall pay its portion of the costs for which it is responsible for paying up to the date of termination pursuant to the cost allocation methodology provided by this Agreement. In addition, a terminating ~~m~~Member ~~Agency~~ shall also be required to pay its ~~proportionate~~share, as determined by the Board of Directors, of remaining unpaid costs/debts related to any and all tangible and intangible property (including but not limited to, costs of equipment, leases, facilities, improvements, etc.), as well as the actual costs associated with its membership termination (including but not limited to, staff time required to change existing systems). Any payments due under this section shall be paid within ninety (90) days after the effective date of termination.

ii) Termination of this Agreement by any ~~Party~~Member ~~Agency~~ shall not be construed as a completion of the purpose of this Agreement, and shall not require the repayment or return to the remaining ~~Parties~~Member ~~Agencies~~ of all or any part of any contributions, payments, or advances made by the ~~parties~~Member

Agencies until this Agreement is rescinded or terminated as to all PartiesMember Agencies. Further, the Board of Directors of the Authority has the discretion and authority to determine how to address any claims of ownership and/ or possession of any property by a terminating party Member Agency (except as to radio frequencies).

b. Rescission of Agreement by All PartiesMember Agencies. At any time, this Agreement may be rescinded and terminated, and the Authority may be dissolved, by a unanimous vote of all PartiesMember Agencies. In such an event, the remaining assets and liabilities shall be apportioned among all PartiesMember Agencies according to the relative assessments paid by those PartiesMember Agencies, exclusive of late charges, from June 30, 2002, up to for the five years immediately preceding the point of termination.

17. Consolidations, Divisions and Annexations of PartiesMember Agencies. Consolidations of PartiesMember Agencies with other PartiesMember Agencies or with non-member agencies, divisions of PartiesMember Agencies into two or more entities, and annexations of portions of PartiesMember Agencies shall have no adverse effect on the cost assessments of uninvolved PartiesMember Agencies. In the event that involved PartiesMember Agencies cannot come to agreement with regards to adjustments to cost assessments between themselves, the Board of Directors shall resolve the matter after considering and hearing from the affected PartiesMember Agencies.

17.—Exclusive Operating Area Providers. In the event a Member Agency becomes the emergency medical services provider within an Exclusive Operating Area (EOA) designated by the County of Sonoma, there shall be no adverse effect on the member assessments of the other Member Agencies unrelated and unaffected by the EOA. An incoming EOA provider shall adopt the prior EOA provider's five-year call volume average (after reflecting the new EOA Provider's service delivery model) for the purposes of calculating the incoming EOA provider's new contribution to reflect the increased dispatch services provided by the Authority. The call volume (or equivalent measure of service) in the EOA shall be considered separately and independently from the call volume of the Member Agency for the purposes of calculating the member assessments for the Member Agency providing emergency medical services within the EOA.

18.

18-19. Membership. The Authority shall be open to membership by all cities, independent districts, and other public agencies which have a primary service-jurisdiction for that provide fire protection and/ or ambulance services in Sonoma County.

a. Admission of New Members. The Board of Directors has the authority to admit new members to the Authority, after notice to existing members and an opportunity for them to be heard at a public meeting. The Board may set the terms and

conditions for admitting new members (either individually or generally) that it deems appropriate.

b. Cost of Admitting New Members. The Board of Directors shall determine the cost of admitting any new members to the Authority, including any buy-in costs or on-going assessments and charges the new members will be required to pay the Authority. ~~It shall have the discretion to charge new members less than the actual cost of admission as an initial incentive; however, ultimately,~~ The Board is responsible for assessing costs to new members based on the actual costs incurred and in the manner assessed to other ~~m~~Member ~~a~~Agencies.

c. New Member Obligations. Each agency accepted as a new member shall be required to pay all required costs as determined by the Board of Directors, as well as sign a copy of this Agreement or an acknowledgement that it is bound to all the terms and conditions herein ~~(at the discretion of the Authority).~~

d. Removal of Member. The Board of Directors may remove any ~~m~~Member Agency from the Authority for good cause, including, but not limited to, failure to pay required costs or compromising the function or integrity of the dispatch system. Such removal can be effectuated only upon a ~~2/3~~supermajority vote of the Board of Directors after providing the affected ~~m~~Member Agency (and all other ~~m~~Member Agencies) with at least 30 days written notice of the intended removal and an opportunity to be heard at a public meeting of the Board of Directors. A ~~m~~Member Agency removed from the Authority pursuant to the provisions of this section will be deemed to have terminated its membership, and shall be required to comply with the payment provisions of Section ~~16~~5(a)(i), as well as all other applicable requirements.

~~19~~20. Amendments to Agreement. Except for the admission of a new member, this Agreement may be amended or modified only by a unanimous vote of the Member Agencies ~~which are Parties of this Agreement~~. Any amendments to this Agreement shall be in writing and signed by all ~~m~~Member Agencies.

~~20~~21. Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the ~~Parties~~Member Agencies intended to enter into in the first instance.

~~21~~22. Insurance. The Authority shall be required to obtain insurance, or join a self-insurance program(s) in which one or more of the ~~Parties~~Member Agencies participate, appropriate for its operations. Any and all insurance coverages provided by the Authority, and/ or any self-insurance programs joined by the Authority, shall name each and every ~~Party~~Member Agency to this agreement as an additional

insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Authority in its ordinary course of business. The Authority shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

22-23. Indemnity. The Authority shall indemnify, defend and hold harmless the ~~Parties~~Member Agencies their officers, agents, servants, employees and volunteers from any and all claims, losses, costs or liability resulting to any person, firm or corporation or any other public or private entity for damages of any kind, including, but not limited to, injury, harm, sickness or death to persons and/ or property from any cause whatsoever arising from or in any way connected with the performance of all operations and exercise of its powers except from any such claim arising solely out of acts or omissions attributable to the ~~m~~Member Agency~~Party~~ or its officers, employees, volunteers or agents.

~~Parties~~Member Agencies shall indemnify the Authority in the same manner above for all non-dispatch incidents and non-dispatch related emergency operations or response.

23-24. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the ~~Parties~~Member Agencies hereto.

24-25. Notice of Creation. A notice of the creation of the Authority by this Agreement, and its subsequent amendment, shall be filed by the Authority with the Secretary of State, pursuant to Section 6503.5 of the Act.

25-26. Other Notices. Notices other than the Notice of Creation required or permitted to be given under this Agreement shall be in writing. Delivery of such notices shall be conclusively taken and sufficiently given forty-eight (48) hours after deposit in the United States Mail, return receipt requested, with the postage thereon fully prepaid, addressed to the Authority as follows:

REDCOM Dispatch Center ~~Manager~~  
Executive Director  
-2796 Ventura Avenue  
Santa Rosa, CA 95403

Notices to the ~~Parties~~Member Agencies shall be provided in the same manner as above, addressed as set forth in the signature page hereto. The Authority may change its address above for notices by giving written notice as described above to all ~~Parties~~Member Agencies. Any ~~Party~~Member Agency may change its address for notices by giving written notice as described above to the Authority.

IN WITNESS WHEREOF, the ~~Parties~~Member Agencies hereto have caused

this Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

SECOND AMENDED JOINT POWERS AGREEMENT ESTABLISHING A  
COORDINATED PUBLIC SAFETY DISPATCH SYSTEM FOR  
FIRE AND EMERGENCY MEDICAL SERVICES  
BASED IN SONOMA COUNTY

This Second Amended Joint Powers Agreement Establishing a Coordinated Public Safety Dispatch System for Fire and Emergency Medical Services based in Sonoma County (hereinafter, the "Agreement") is entered into by and between the undersigned members as of \_\_\_\_\_, pursuant to the provisions of Title I, Division 7, Chapter 5, Article I (Sections 6500, et seq.) of the California Government Code (hereinafter the "Act") relating to joint exercise of powers by public agencies.

RECITALS

- A. Certain fire protection districts, ambulance service districts, cities and the County of Sonoma entered into the initial Joint Powers Agreement Establishing a Coordinated Public Safety Dispatch System for Fire and Emergency Medical Services in Sonoma County, effective on June 30, 2002, pursuant to the Act (hereinafter, the "First JPA Agreement"). The resulting joint powers authority entity (hereinafter, "Authority") was named the Redwood Empire Dispatch Communications Authority, or "REDCOM".
- B. The First JPA Agreement enabled REDCOM to successfully pursue its mission of consolidating the fire and emergency medical dispatch services among the parties thereto, to provide a more effective and efficient coordination of dispatch services for the benefit of the public.
- C. By its own terms, the First JPA Agreement terminated on June 30, 2007, unless otherwise extended by the parties. In 2007, the members of REDCOM entered into a subsequent Joint Powers Agreement (hereinafter "JPA") in order to extend the term of the First JPA Agreement and to continue the mission of coordinated public safety dispatch within Sonoma County.
- D. In 2019, the parties entered into the First Amended Joint Powers Agreement, making further amendments and clarifications to the JPA executed in 2007.
- E. The undersigned members (also called the "Member Agencies" herein) desire to further amend the JPA to reflect recent transitions to REDCOM's funding sources, make clarifications regarding member assessments, adjust the Board composition, allow for expanded membership outside Sonoma County, and to make other administrative and clerical corrections.

NOW, THEREFORE, THE MEMBER AGENCIES HEREBY AGREE TO THE  
TERMS AND CONDITIONS SET FORTH BELOW.  
AGREEMENT

The Member Agencies agree that the terms and conditions of the First Amended

Joint Powers Agreement are hereby amended, modified and replaced in their entirety, as set forth below (for ease of reference, all terms and conditions are set forth below regardless of whether or not they are amended or modified). This Agreement is effective beginning \_\_\_\_\_.

1. Recitals. The Recitals set forth above are true and correct.

2. Definitions:

- a. Authority: The Redwood Empire Dispatch Communications Authority or “REDCOM,” a joint powers authority established among the Member Agencies pursuant to California Government Code section 6500, *et seq.*
- b. Communications Center: The centralized facility (including staff, equipment, etc.) used for coordinated emergency response, dispatch and management, serving as the hub for all communication, resource allocation, and incident coordination during an emergency. A Communications Center can also be mobile and operate from a vehicle.
- c. Emergency Command Center: A centralized communications response center that includes incident command and coordination between fire, Emergency Medical Services and other emergency resources. It is staffed with a combination of emergency coordination and fire liaison staff, dispatchers, calltakers, a director, communication/operation manager(s) and technical personnel. Staff may be cross trained to handle a multitude of positions.
- d. EOA Provider: The exclusive provider of emergency medical transport within an Exclusive Operating Area (EOA) as defined and designated by the County of Sonoma. An EOA Provider can be a Member Agency or a Private Provider under contract with the County of Sonoma.
- e. Member Agencies: The public entities that are signatories to this Agreement and members of the Authority.
- f. Private Provider: Private organization that provides emergency services, transport, or other related services and contract with the Authority for dispatch services. Private Providers are not Member Agencies of the Authority.

3. General Purpose of Agreement. The purpose of this Agreement is to establish a joint powers authority that efficiently and effectively provides coordinated public safety dispatch of fire and emergency medical services through the operation of a Communications Center (or Emergency Command Center) and a back-up communications system. The Member Agencies intend that additional public agencies that provide fire protection and/or ambulance services, not presently executing this Agreement, may join the joint powers authority in the future subject to

the applicable terms and conditions stated in this Agreement. The Communications Center (or Emergency Command Center) may also provide fire and emergency services dispatch services on a contractual basis to other governmental and private entities.

The Member Agencies also intend to utilize flexible, cost effective, and efficient methods of providing the coordinated public safety dispatch of fire and emergency medical services, including a back-up communications system. The methods used in future years to provide these services may differ from those initially established under this Agreement. Any such changes shall be determined by the Board of Directors of the Authority.

4. Joint Powers Authority Created. Pursuant to Section 6506 of the Act, the Member Agencies create a public entity, separate and apart from the Member Agencies to this Agreement, to be known as the Redwood Empire Dispatch Communications Authority (hereinafter referred to as the "Authority"). The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities and/or obligations of any of the Member Agencies.

5. Authority Services. The Authority shall provide the following services:

- a. the coordinated public safety dispatch of fire and emergency medical services to the Member Agencies, and to those public and private agencies who contract with the Authority for those services. Dispatch of emergency medical services shall meet certain minimum medical standards as determined by the appropriate local emergency medical services agency (LEMSA).
- b. administrative and operational management of the Authority. .
- c. process and document emergency calls for service.
- d. monitor the status of field unit activity.
- e. process and document non-emergency calls for service associated with field resources.
- f. process and document field initiated activity.
- g. obtain and maintain adequate facility, ground based and mobile radio systems, CAD systems, and other required equipment.
- h. arrange for needed staff to carry out the services provided, and a comprehensive training program.



i. such other services as may be added in the future by agreement among the Member Agencies.

6. Powers and Duties.

a. Authority. The Authority shall have the powers common to the Member Agencies, to wit: the power to acquire sites and construct, equip, staff, maintain, operate, and lease public buildings and related facilities for the purpose of providing for public safety communications.

Pursuant to the Act (Government Code Sections 6508 and 6509), all common powers exercised by the Authority shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Sonoma, a general law county.

The Authority is authorized in its own name to perform all acts necessary for the exercise of common powers including, but not limited to, any or all of the following:

- i) to make and enter into contracts;
- ii) to employ agents and employees and to obtain legal, financial, accounting, technical, and other services as needed to carry out its mission;
- iii) to acquire, construct, manage, maintain and operate any buildings, works, or improvements;
- iv) to acquire, hold, lease, or dispose of property;
- v) to incur debts, liabilities or obligations, but no debt, liability or obligation of the Authority shall be a debt, liability or obligation of any of the Member Agencies, except as otherwise provided herein;
- vi) to receive gifts, contributions and donation of property and funds, services and other forms of financial assistance, from persons, firms and corporations and any governmental entity;
- vii) to rent or lease communications services to non-public agencies;
- viii) to sue and be sued in its own name.

Such powers shall be exercised in the manner provided in the Act subject only to such restrictions as set forth in this Agreement and as imposed upon the Member Agencies in the exercise of similar powers.

Pursuant to Section 6504 to the Act, in the absence of alternate revenue sources, the Authority is empowered and by this Agreement required to assess the Member Agencies to finance the entire operation of the Authority in the manner set forth in this Agreement.

b. Board of Directors. The Board of Directors, as the governing and administrative body of the Authority, shall formulate and set policy, and shall exercise the powers set forth in this Agreement to accomplish its purpose. The Board is responsible for development of a consolidated fire and emergency medical services Communications Center (or Emergency Command Center), for the leasing or purchase of a Facility and/ or acquisition of equipment, personnel staffing and full time maintenance and operations of related equipment and facilities.

7. Governance

a. Board of Directors. The Authority shall be governed by a Board of Directors having seven (7) members. Unless otherwise specified herein, each Director shall be an elected or appointed official of separate Member Agencies. The seven (7) members shall be as follows:

- i. One Director shall represent the largest city by call volume.
- ii. One Director shall represent the largest fire protection district by call volume.
- iii. One Director shall represent a city or fire protection district that provides ambulance transport, selected by a majority vote of all Member Agencies that are cities or fire protection districts that provide ambulance transport.
- iv. One Director shall represent a city, fire protection district, or special district selected by a majority vote of all Member Agencies.
- v. One Director shall be from a selected Member Agency that provides ambulance services but does not provide fire protection services. Said Director shall be selected by a majority vote of Member Agencies that provide ambulance services but not fire protection services.
- vi. One Director shall be the person holding the position of Regional Administrator (or in the case of a temporary vacancy of that office, Acting Administrator) of the Sonoma County Emergency Medical Services Agency.
- vii. One Director shall be a County of Sonoma representative, nominated by at least four (4) of the other six (6) Directors.

No Member Agency shall occupy more than one seat on the Board of Directors. At no time shall there be fewer than two (2) Directors from Member Agencies that are cities. At no time shall there be fewer than two (2) Directors from Member Agencies that are special districts and/or fire protection districts.

b. Continuing Terms. As of the Effective Date of this Agreement, all individual members on the Board of Directors shall continue to serve their terms of office uninterrupted.

c. Normal Term of Office of Directors. Each Director shall serve a four (4) year term of office. All Directors, except the persons holding the position of Regional Administrator of the Sonoma County EMS Agency and the seventh Director as described in paragraph 7(a)(vii), shall serve at the will and pleasure of their respective agencies and may be replaced at any time and without cause by the Member Agency that initially appointed the Director. Any replacement Director shall serve out the balance of the term of the member being replaced.

d. Alternates. Any Board Director may, from time to time, appoint an alternate to serve in the Director's place at any meeting. Any such alternate shall be a government employee or official from the same Member Agency as the Board Member.

8. Meetings of the Board of Directors

a. Conducting Meetings. The Board shall hold regular meetings at least four (4) times annually and shall adopt bylaws for conducting meetings and other business. All meetings of the Board, including without limitation regular, adjourned regular and special meetings, shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

b. Quorum and Decision Making Methods. A majority of voting members of the board shall constitute a quorum. Decisions shall be made by a minimum of four (4) votes of voting members present except where otherwise required by law or established by Board bylaws or other provisions of this Agreement.

c. Board Officers. The Board shall have a Chair to preside at and conduct all meetings and a Vice Chair who shall succeed the Chair and preside in absence of the Chair. The offices of Chair and Vice Chair shall rotate through each of the seats on the Board annually in a manner to be determined by the bylaws. No member shall retain the same office two (2) years in succession as a result of appointment to a separate seat.

d. Voting. Each Director, or his alternate, shall be entitled to one vote. Any decision of the Board of Directors shall require four (4) votes to be effective

except when this Agreement specifically provides that a supermajority or unanimous vote is required. A supermajority of the Board shall be defined as five (5) votes.

9. Limitation on Powers. The Board of Directors of the Authority shall have all powers available under the Act to perform the services set forth in this Agreement, except that the issuance of new Authority debt (or increases in debt service payments required from Member Agencies) in an amount in excess of 20% of the Authority's operating budget for the prior fiscal year must first be approved by a supermajority (2/3) vote of the Member Agencies.

10. Appointed Officers. Pursuant to Government Code Section 6505.5, the Board of Directors appoints the County of Sonoma Auditor, Controller, Treasurer, Tax Collector (ACTTC) to serve the Authority as Auditor and Treasurer. Such officers shall receive no compensation for holding the appointed office but shall be compensated for the cost of providing services as per written agreement with the Authority.

11. Frequencies. Each Member Agency retains the ownership of its radio frequencies, but shall make the use of each such frequency available to Authority and each Member Agency for the purpose of carrying out the provisions of this Agreement.

12. Fiscal Year and Annual Budget/Financing

a. Fiscal Year. The Authority's fiscal year shall be the twelve (12) month period commencing each July 1.

b. Annual Budget. The Authority shall operate only under an approved fiscal year operating budget. The Authority may not operate at a deficit. The Member Agencies, EOA Providers, and Private Providers shall pay for their share of the entire operation of the Authority, with the annual operating expenditure budget determining the total amount of assessment required. Once adopted annually for each fiscal year, the total annual expenditure budget may only be increased by supermajority vote of the Board of Directors. The Authority will adopt an annual operating budget no later than March 15 for the following fiscal year in accordance with applicable state law. The Authority shall notify each Member Agency, EOA Provider, and contracting Private Provider of its share of the Authority's annual cost for the following fiscal year no later than April 1.

c. Budget Elements. The Board of Directors, in adopting an annual budget, thereby fixes the assessment against the Member Agencies which is binding thereon. The budget shall include, but is not limited to, the following components:

i) Operation and Maintenance Expenses. The costs of operating and maintaining a Communications Center (or Emergency Command

Center) and the communications/computer equipment housed therein shall include, but is not limited to, personnel salaries and benefits, office and computer supplies and other consumables, payments to lease a facility, and replacement parts necessary to repair facility equipment due to normal wear and tear from ordinary usage.

ii) Capital Expenditures. Capital expenditures shall include the costs of original purchase of communications and computer equipment, hardware, software and other fixed asset with a useful life determined by the REDCOM Capital Assets and Depreciation Policy, including equipment improvements and additions, as opposed to replacement parts for ordinary maintenance during the useful life of the capital items. All costs associated with such purchase, such as installation, shall be capitalized. Replacement of equipment at the end of its useful life shall be a capital item.

iii) Contingencies. The Authority's annual budget shall include a reasonable provision for contingencies.

Operations, maintenance, and capital expenditures shall be shared by the Member Agencies, EOA Providers and Private Providers in conformance with the cost formula established by this Agreement, except for the operations, maintenance, and capital expenditures which are incurred for and are unique to a minority of the Member Agencies, in which case such minority share the expense amongst themselves through a cost allocation formula approved by the Board of Directors.

d. Assessments. Upon adoption of the fiscal year budget by the Board of Directors, and the forwarding thereof to the governing bodies of the Member Agencies, the assessments fixed therein are automatically due and payable without further notice as follows:

July 15:	35% of total assessment
October 15:	25% of total assessment
January 15:	25% of total assessment
April 15:	15% of total assessment

The Board of Directors may set a different payment schedule, for any reason including, but not limited to, providing for adequate cash flow for operations and maintenance expenses and/or capital purchases, or to accommodate the influx of different revenue sources.

After (30) calendar days, the Authority reserves the right to apply a late charge of up to five percent (5%) upon assessment payments not promptly received by the Authority. An additional five percent (5%) charge shall be imposed if payment is not made within an additional thirty (30) calendar days. If an assessment, including late charges, is not paid in full within seventy five (75) calendar days following the initial assessment of the late charge, the Member Agency shall be in default and the Board of Directors will determine the appropriate penalty at its next public meeting, including potential termination in accordance with this Agreement.

13. Funding and Cost Allocation. The Authority shall endeavor to provide its services in the most cost effective manner available without compromising quality standards. The Authority shall endeavor to allocate all costs fairly and equitably to all participating Member Agencies, EOA Providers, and approved Private Providers. The Authority shall endeavor to maximize external revenue sources to proportionately offset all Member Agencies' member assessments.

The Authority shall consider all available funding options to finance its costs. These shall include but are not limited to: charges to Member Agencies, EOA Providers, and Private Providers for baseline services, charges to Member Agencies, EOA Providers, and Private Providers for enhanced or additional services, charges for contract services provided to other agencies and Private Providers, taxes, bonds, and federal or state or private grants.

Costs charged by the Authority to Member Agencies, EOA Providers, and approved Private Providers shall be allocated based on a five-year rolling average of call volumes. The Board shall establish the methodology for determining the volume of calls. The percentage allocations may also be revised at any time by the Board of Directors to accommodate the addition, if any, of new providers or the annexations or consolidations between members as per the provisions of this Agreement.

The Board of Directors shall also establish the charges to Member Agencies, EOA Providers, Private Providers, and others to cover the costs for any enhanced or additional services.

14. Dispatch Operations Advisory Group. There shall be an advisory body to review and recommend operational policies and procedures that guide the 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 Communications Center (or Emergency Command Center). The members of the advisory body shall be appointed by the Board of Directors as set forth in the By Laws.

15. Appeals to the Board of Directors. Any Member Agency shall have the right

to appeal any implemented or recommended policy or procedure to the Authority's Board of Directors for final determination should, in the opinion of the member agency, such policy or procedure pose a significant impact on the member agency. In such cases, the Authority's Board of Directors shall need a supermajority vote, to approve the policy or recommendation.

16. Term of Agreement and Termination Provisions. This Agreement shall be deemed to go into effect on \_\_\_\_\_ (the "Effective Date"), and shall continue in full force and effect until rescinded or terminated, as set forth below.

a. Termination of Individual Membership. Any Member Agency may terminate its participation in this Agreement by giving written notice to the Board of Directors not less than one year and 120 days before the start of the fiscal year, which termination shall be effective only on the beginning of the next fiscal year.

i) If a Member Agency terminates its participation in this Agreement, it shall pay its portion of the costs for which it is responsible for paying up to the date of termination pursuant to the cost allocation methodology provided by this Agreement. In addition, a terminating Member Agency shall also be required to pay its share, as determined by the Board of Directors, of remaining unpaid costs/ debts related to any and all tangible and intangible property (including but not limited to, costs of equipment, leases, facilities, improvements, etc.), as well as the actual costs associated with its membership termination (including but not limited to, staff time required to change existing systems). Any payments due under this section shall be paid within ninety (90) days after the effective date of termination.

ii) Termination of this Agreement by any Member Agency shall not be construed as a completion of the purpose of this Agreement, and shall not require the repayment or return to the remaining Member Agencies of all or any part of any contributions, payments, or advances made by the Member Agencies until this Agreement is rescinded or terminated as to all Member Agencies. Further, the Board of Directors of the Authority has the discretion and authority to determine how to address any claims of ownership and/ or possession of any property by a terminating Member Agency (except as to radio frequencies).

b. Rescission of Agreement by All Member Agencies. At any time, this Agreement may be rescinded and terminated, and the Authority may be dissolved, by a unanimous vote of all Member Agencies. In such an event, the remaining assets and liabilities shall be apportioned among all Member Agencies according to the relative assessments paid by those Member Agencies, exclusive of late charges, for the five years immediately preceding the point of termination.

17. Consolidations, Divisions and Annexations of Member Agencies. Consolidations of Member Agencies with other Member Agencies or with non-member agencies, divisions of Member Agencies into two or more entities, and

annexations of portions of Member Agencies shall have no adverse effect on the cost assessments of uninvolved Member Agencies. In the event that involved Member Agencies cannot come to agreement with regards to adjustments to cost assessments between themselves, the Board of Directors shall resolve the matter after considering and hearing from the affected Member Agencies.

18. Exclusive Operating Area Providers. In the event a Member Agency becomes the emergency medical services provider within an Exclusive Operating Area (EOA) designated by the County of Sonoma, there shall be no adverse effect on the member assessments of the other Member Agencies unrelated and unaffected by the EOA. An incoming EOA provider shall adopt the prior EOA provider's five-year call volume average (after reflecting the new EOA Provider's service delivery model) for the purposes of calculating the incoming EOA provider's new contribution to reflect the increased dispatch services provided by the Authority. The call volume (or equivalent measure of service) in the EOA shall be considered separately and independently from the call volume of the Member Agency for the purposes of calculating the member assessments for the Member Agency providing emergency medical services within the EOA.

19. Membership. The Authority shall be open to membership by all cities, independent districts, and other public agencies that provide fire protection and/ or ambulance services.

a. Admission of New Members. The Board of Directors has the authority to admit new members to the Authority, after notice to existing members and an opportunity for them to be heard at a public meeting. The Board may set the terms and conditions for admitting new members (either individually or generally) that it deems appropriate.

b. Cost of Admitting New Members. The Board of Directors shall determine the cost of admitting any new members to the Authority, including any buy-in costs or on-going assessments and charges the new members will be required to pay the Authority. The Board is responsible for assessing costs to new members based on the actual costs incurred and in the manner assessed to other Member Agencies.

c. New Member Obligations. Each agency accepted as a new member shall be required to pay all required costs as determined by the Board of Directors, as well as sign a copy of this Agreement or an acknowledgement that it is bound to all the terms and conditions herein.

d. Removal of Member. The Board of Directors may remove any Member Agency from the Authority for good cause including, but not limited to, failure to pay required costs or compromising the function or integrity of the dispatch system. Such removal can be effectuated only upon a supermajority vote of the Board of Directors after providing the affected Member Agency (and all other Member Agencies) with at least 30 days written notice of the intended removal and an opportunity to be heard at a



public meeting of the Board of Directors. A Member Agency removed from the Authority pursuant to the provisions of this section will be deemed to have terminated its membership, and shall be required to comply with the payment provisions of Section 16(a)(i), as well as all other applicable requirements.

20. Amendments to Agreement. Except for the admission of a new member, this Agreement may be amended or modified only by a unanimous vote of the Member Agencies. Any amendments to this Agreement shall be in writing and signed by all Member Agencies.

21. Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the Member Agencies intended to enter into in the first instance.

22. Insurance. The Authority shall be required to obtain insurance, or join a self-insurance program(s) in which one or more of the Member Agencies participate, appropriate for its operations. Any and all insurance coverages provided by the Authority, and/ or any self-insurance programs joined by the Authority, shall name each and every Member Agency as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Authority in its ordinary course of business. The Authority shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

23. Indemnity. The Authority shall indemnify, defend and hold harmless the Member Agencies their officers, agents, servants, employees and volunteers from any and all claims, losses, costs or liability resulting to any person, firm or corporation or any other public or private entity for damages of any kind, including, but not limited to, injury, harm, sickness or death to persons and/ or property from any cause whatsoever arising from or in any way connected with the performance of all operations and exercise of its powers except from any such claim arising solely out of acts or omissions attributable to the Member Agency or its officers, employees, volunteers or agents.

Member Agencies shall indemnify the Authority in the same manner above for all non-dispatch incidents and non-dispatch related emergency operations or response.

24. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies hereto.

25. Notice of Creation. A notice of the creation of the Authority by this Agreement, and its subsequent amendment, shall be filed by the Authority with the Secretary of State, pursuant to Section 6503.5 of the Act.

26. Other Notices. Notices other than the Notice of Creation required or permitted to be given under this Agreement shall be in writing. Delivery of such notices shall be conclusively taken and sufficiently given forty-eight (48) hours after deposit in the United States Mail, return receipt requested, with the postage thereon fully prepaid, addressed to the Authority as follows:

REDCOM Dispatch Center  
Executive Director  
2796 Ventura Avenue  
Santa Rosa, CA 95403

Notices to the Member Agencies shall be provided in the same manner as above, addressed as set forth in the signature page hereto. The Authority may change its address above for notices by giving written notice as described above to all Member Agencies. Any Member Agency may change its address for notices by giving written notice as described above to the Authority.

IN WITNESS WHEREOF, the Member Agencies hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

## BYLAWS OF THE REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY

1. The Redwood Empire Dispatch Communications Authority ("REDCOM") is a Joint Powers Authority based in Sonoma County that provides fire and emergency medical services dispatch service to its member agencies. Pursuant to the terms of the REDCOM Joint Powers Agreement, the REDCOM Board adopts and periodically amends these Bylaws to define the roles and responsibilities of Board members, subcommittees of the Board, and the member agencies.

2. Officers. There shall be ~~three~~ four officers of the Redwood Empire Dispatch Communications Authority ("~~REDCOM~~" ~~hereinafter~~) as elected or appointed by the Board of Directors. These are: Chair, Vice-Chair, ~~and Secretary, and Executive Director.~~

a. Duties. The duties of the ~~three~~ four officers shall be as set forth below:

i. 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. The Chair shall call regular and special meetings of the Board of Directors. In the absence of the Chair, a majority of the remaining members of the REDCOM Board of Directors may call a special meeting pursuant to the California Ralph M. Brown Act (Cal. Government Code section 54950 et. seq.).

ii. Vice-Chair shall perform the duties of the ~~e~~Chair in the event that the Chair is absent.

iii. Secretary shall perform the duties of the ~~e~~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.~~

iii-iv. Executive Director: The Board of Directors shall employ an individual as an Executive Director who shall be the chief administrator of REDCOM, subject to the Board's direction. The Executive Director shall be responsible for REDCOM's day-to-day operations, organization, staff relations, preparation of the annual budget, supervising the activities of committees the Board may create, and serving as Clerk of the Board, purchasing agent, and custodian of records. In general, the Executive Director shall perform all duties incident to the position of Executive Officer and such other duties as may be required by these Bylaws or which may be assigned from time to time by the Board. The Executive Director shall have expenditure authority as established by Board policy. The Executive

Director shall report all such expenditures and change orders approved to the Board at its next meeting. Subject to the authority of and as directed by the Board, the Executive Director shall have the authority to appoint, direct, and remove all staff of REDCOM and to retain and supervise any consultants and contractors to REDCOM. The Executive Director shall have the authority to appoint a Clerk of the Board to publish agenda, prepare meeting minutes, coordinate meeting schedules and quorum, and any other administrative activities of the Board.

- b. Election and Terms. At the first regular meeting ~~in July~~ of each ~~calendar-~~fiscal 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.

### 2.3. 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 ~~or second week Thursday~~ of February, March, July and October of each year. The location of Regular Meetings shall be determined by the ~~Chair~~Executive Director.

- 3.4. 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. The Board shall adopt a Code of Conduct and review periodically for updates and amendments.

- 4.5. Conflict of Interest Code. ~~The Board shall adopt a conflict of interest code and shall review and update the code at least annually.~~ The Board of Directors, Executive Director and designee(s) shall be subject to the conflict of interest rules set forth in the Political Reform Act (commencing with Section 81000 of the California Government Code) and Sections 1090 et seq. of the California Government Code. REDCOM shall adopt a Conflict of Interest Code as required and as provided by the implementing regulations of the Political Reform Act.

6. Dispatch Operations Advisory Body~~Group~~. The Dispatch Operations Advisory ~~Group~~Body established in the Joint Powers Agreement shall, at a minimum, consist of seven (7) members:

- i. the Emergency Communications Center chief of the California

- Department of Forestry and Fire Protection or his/her designee;
- ii. a representative of at least one (1) city;
  - iii. a representative of at least one (1) independent district;
  - iv. one (1) representative of ~~County Services Area 40~~volunteer fire departments within the County of Sonoma;
  - v. a representative of the Sonoma County Exclusive Operating Area 1 ~~Ambulance Services Franchise~~ Provider; and;
  - vi. a representative of one (1) agency that provides both fire protection and ambulance services; and;
  - vii. one (1) representative from the Local Emergency Medical Services Authority (LEMSA).

~~Members of this advisory body-group~~ 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. No agency shall occupy more than one seat on the Dispatch Operations Advisory Group.

5.7. 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.

6.8. Notification of Major REDCOM Financial Commitments: A~~Outside of the annual budget adoption process,~~ all members will be notified 60 days in advance before the Board incurs any obligation in excess of 20% of REDCOM's last approved total operating expenditure 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 approving a major financial commitment as described in this section ~~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 fiscal year percentage shares of the cost ~~in for~~ 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.

7.9. 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-ninety~~ (690) 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-ninety~~-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, ~~and all other systems~~ 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 fiscal year ~~of~~ as a member 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 ~~a major financial obligations-commitment as described in Section 7 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.

8.10. 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.

9.11. 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.

10.12. 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.

~~11.~~13.        Amendments. These bylaws may be added to or otherwise amended by resolution of this Board.

