



REDCOM BOARD OF DIRECTORS
Strategic Retreat Meeting Agenda
April 16, 2026 @ 9:00 am

**County Station 10
510 Hwy 1
Bodega Bay. Ca, 94923**

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.

Regular Calendar

4. Action Item: Approve a Resolution Amending the REDCOM Bylaws
5. Discussion Item: Strategic Planning Session
6. Requests for future agenda items
7. Next Regular meeting will be – July 2, 2026
Location: 2796 Ventura Ave Santa Rosa, Sheriffs Building
8. Adjournment: Motion to adjourn.



REDCOM

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

STAFF REPORT

TO: Board of Directors

DATE: April 16, 2026

PREPARED BY: Ethan Pawson, Counsel

APPROVED BY: Evonne Stevens

ITEM 4: AMENDMENT TO THE REDCOM BYLAWS

RECOMMENDATION

Approve a resolution amending the REDCOM Bylaws.

BACKGROUND

The REDCOM Bylaws provide rules and requirements for the operations of REDCOM and its Board of Directors. The attached resolution makes a number of substantive amendments to the REDCOM Bylaws based on direction from the REDCOM Board and recommendations from Staff and Counsel.

DISCUSSION

The amended Bylaws include a various clerical as well as substantive edits that were not captured by our prior Bylaws amended in October 2024, which focused solely on the regular meeting schedule. 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. Staff intend to continue to facilitate meetings on Thursday afternoons, but this change enhances flexibility and remains 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. **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 9.a, including an endorsement that the member agencies are additional insureds and REDCOM's policy shall be primary to the named additional insureds.

FISCAL IMPACTS

There are no direct fiscal impacts to amending the REDCOM Bylaws

ATTACHMENTS

- Resolution Amending the Bylaws of the Redwood Empire Dispatch Communications Authority
- REDCOM Bylaws Redline

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.

1.2. 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.

5-6. Dispatch Operations Advisory Body. The Dispatch Operations Advisory Body established in the Joint Powers Agreement shall, at a minimum, consist of: the Emergency Communications Center chief of the California Department of Forestry or his/her designee; a representative of at least one (1) city, one (1) independent district, one (1) representative of County Services Area 40, the

Sonoma County Ambulance Services Franchise Provider, and one (1) agency that provides both fire protection and ambulance services. Members of this advisory body shall be appointed by their respective Department Heads or comparable person in the identified member agencies. The Board shall have the power to amend this list of minimum membership at any time, upon a majority vote.

6.7. 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.

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

- a. The notice shall include a schedule that includes an estimate of the annual costs for which each member will be responsible, and the fiscal years in which the costs will be levied.
- b. The estimate of future year costs shall be based on the members' current percentage shares of the cost in the first full fiscal year of debt service (or annual depreciation or capital replacement) and shall include a statement describing the bases upon which future years' percentage shares may be changed, and advising that members will be required to pay the entire balance of this cost in the event of their subsequent withdrawal (i.e. beyond the period for withdrawal following receipt of the 60 day notice) from REDCOM.
- c. The notices provided for in this section shall be sent via regular mail, first class delivery, to the chairman or department head of each member agency.

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

- b. Calculation of Post-Termination Liabilities: After providing a notice of termination, the terminating member shall continue to pay existing operating cost obligations in the same time and manner until the termination becomes effective. In addition, such terminating member would also pay, in a timely manner, any costs incurred to remove the member from the CAD system and any radio adjustments required in order to continue providing the same level of radio service to continuing members and contractors, if any. Upon a 2/3 vote, the Board may decide that all or a portion of these costs will be waived or assigned to others upon a finding of a benefit to REDCOM or its non-terminating members.
 - i. Additional expenses for which terminating members would be liable include any items which REDCOM amortizes in the budget, and any expenses that REDCOM was obligated to pay prior to receiving the notice of termination.

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

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

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

continuing members.

- c. Negotiation. After providing notice of the costs associated with termination, the Board and the terminating member shall in good faith negotiate the actual amount the terminating member shall be required to pay. If the parties fail to reach an agreement regarding the amount of payment, they may mutually agree to mediate, arbitrate, or invoke any other procedure available under law or in equity. Except as may be mutually agreed, either party may file a legal action to resolve the dispute
- d. Withdrawal of Notice of Termination. Prior to the effective date of termination, any member may withdraw a notice of termination of membership previously provided upon payment of all costs incurred by REDCOM associated with, or as a result of receiving, the notice of termination. The Board has the discretion to waive such costs.

9.10. 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.

~~10-11.~~ 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.

~~11-12.~~ 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.

~~12-13.~~ Amendments. These bylaws may be added to or otherwise amended by resolution of this Board.



**Resolution No: 2026-06
Dated: April 16, 2026**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY
(REDCOM) AMENDING THE REDCOM BYLAWS**

WHEREAS, REDCOM is a Joint Powers Authority formed pursuant to an agreement in accordance with California Government Code section 6500, *et seq.*; and

WHEREAS, the REDCOM Board of Directors adopted the REDCOM Bylaws on April 12, 2007 which were subsequently amended on September 26, 2024; and

WHEREAS, the REDCOM Bylaws may only be amended by a resolution of the Board of Directors; and

WHEREAS, the Board desires to amend the REDCOM Bylaws to make changes relating to officer positions and responsibilities, the regular meeting schedule, and other administrative and clerical updates;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of REDCOM hereby approves the amendment of the REDCOM Bylaws as reflected in the attached Bylaws document.

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the REDCOM Board of Directors this 16th day of April 2026, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Westrope	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Busch	Aye_____	No_____	Absent_____
Director Golly	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____



REDCOM

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

SO ORDERED:

ATTEST:

Stephen Akre,

Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director

BYLAWS OF THE REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY

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2. Officers. There shall be four officers of the Redwood Empire Dispatch Communications Authority as elected or appointed by the Board of Directors. These are: Chair, Vice-Chair, Secretary, and Executive Director.
 - a. Duties. The duties of the 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 Chair in the event that the Chair is absent.
 - iii. Secretary shall perform the duties of the Chair in the event that both the Chair and the Vice-Chair are absent.
 - 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 of each 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.

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 of February, March, July and October of each year. The location of Regular Meetings shall be determined by the Executive Director.

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

amend this list of minimum membership at any time, upon a majority vote.

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.

8. Notification of Major REDCOM Financial Commitments: All members will be notified 60 days in advance before the Board incurs any obligation in excess of 20% of REDCOM's operating budget for the prior fiscal year. Notwithstanding the foregoing, the 60 day notice period described above may be limited based on emergency or exigent circumstances, in which case members shall be provided with such notice as soon as reasonably practical. Any Board action that is likely to result in a new financial obligation that is 20% greater than REDCOM's operating budget for the prior fiscal year, not including annual operating expenses that are included in an approved budget, must first be approved by a 2/3 affirmative vote of the membership.
 - a. The notice shall include a schedule that includes an estimate of the annual costs for which each member will be responsible, and the fiscal years in which the costs will be levied.

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

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

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 (60) days of receipt of a notice from a member seeking to terminate its membership in REDCOM, the Board shall provide to such

member an estimate of the costs to be paid pursuant to such termination. If the estimate for any particular item(s) of cost cannot reasonably be provided within the sixty - day period, the Board shall so inform the terminating member, and shall provide it with all relevant information which may reasonably be produced which could allow the member to estimate the cost itself.

- b. Calculation of Post-Termination Liabilities: After providing a notice of termination, the terminating member shall continue to pay existing operating cost obligations in the same time and manner until the termination becomes effective. In addition, such terminating member would also pay, in a timely manner, any costs incurred to remove the member from the CAD system and any radio adjustments required in order to continue providing the same level of radio service to continuing members and contractors, if any. Upon a 2/3 vote, the Board may decide that all or a portion of these costs will be waived or assigned to others upon a finding of a benefit to REDCOM or its non-terminating members.
- i. Additional expenses for which terminating members would be liable include any items which REDCOM amortizes in the budget, and any expenses that REDCOM was obligated to pay prior to receiving the notice of termination.
 - ii. Terminating members shall pay a percentage of any obligations remaining after their termination in an amount equal to the percentage of their allocation in their last full year of the JPA. The payment amount shall be discounted by the County treasury pool rate applicable for that time period. For example, if a member terminates five years into a thirty year lease, it would owe all of its portion of the remaining lease payments, discounted as noted.
 - iii. Notwithstanding the foregoing, if a member has provided a notice of termination prior to REDCOM incurring obligations more than 20% in excess of REDCOM's operating budget for the prior fiscal year, the member shall be liable only to pay for the costs associated with such obligation up to the effective date of termination.
 - iv. The Board and terminating member could agree to a multi-year payment plan (less the net present value discount as applicable) should it be requested by terminating member, so long as the term for repayment would not exceed the term of repayment of other continuing members.
- c. Negotiation. After providing notice of the costs associated with termination, the Board and the terminating member shall in good faith

negotiate the actual amount the terminating member shall be required to pay. If the parties fail to reach an agreement regarding the amount of payment, they may mutually agree to mediate, arbitrate, or invoke any other procedure available under law or in equity. Except as may be mutually agreed, either party may file a legal action to resolve the dispute

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

10. Insurance Coverage. REDCOM 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.

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.

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.

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