

**AGREEMENT BY AND BETWEEN THE REDWOOD EMPIRE DISPATCH
COMMUNICATIONS AUTHORITY AND THE COUNTY OF SONOMA FOR THE
PURPOSES OF PAYING DISPATCH FEES FOR 2018/2019 through FY 2023/2024**

This Agreement is made and entered into this _____, by and between REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY ("AUTHORITY") and the COUNTY OF SONOMA ("COUNTY").

RECITALS

- A. COUNTY is engaged in a multi-year Fire Services Project to improve the efficiency, effectiveness, and sustainability of fire services in Sonoma County.
- B. AUTHORITY, a Joint Powers Authority is a governmental agency formed for the purpose of dispatching ambulances and fire department first responders.
- C. COUNTY, as part of its Fire Services Project, desires to provide funding to cover the costs of emergency response services incurred by special districts ("DISTRICTS") providing fire protection and ambulance response in Sonoma County in order to ensure that the DISTRICTS can continue to provide emergency response services. A full list of special districts covered and costs incurred appears in Exhibit A.
- D. The specific amounts outlined in Exhibit A total \$XXX,XXX and are currently owed to the AUTHORITY.
- E. The Board of Supervisors has allocated funding for dispatch costs as part of the adopted Fiscal Year 2018-2019 budget.
- F. On April 16, 2019 the Board of Supervisors adopted a revised policy for the Community Investment Fund that states that a portion of Transient Occupancy Tax should be utilized in future years to fund fire dispatch services as part of their commitment to the Fire Services Project.
- G. The Board of Supervisors finds pursuant to California Government Code § 26227 that expenditure of these funds from the General Fund is necessary to meet the social needs of the population of the County, specifically the areas of health and public safety.

AGREEMENT

- 1. *RECITALS*. All of the foregoing recitals are true and correct.
- 2. *USE OF FUNDS*. In accordance with Section 3 below, AUTHORITY shall use funds provided by COUNTY to cover the cost of emergency response services for the agencies outlined in Exhibit A .
- 3. *PAYMENT*. Upon execution of this agreement, AUTHORITY shall submit a written request (invoice) to the COUNTY and the COUNTY shall make available to Authority up to \$XXX,XXX for payment of expenses in accordance with the terms of this agreement.

4. *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, pursuant to Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
5. *INDEMNIFICATION*. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

REDWOOD EMPIRE DISPATCH
COMMUNICATIONS AUTHORITY

By: _____
Title: _____

Date: _____

COUNTY OF SONOMA

By: _____
County Administrator

Date: _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

REDCOM Member Contribution**Exhibit A**

Districts	FY 2018-19	FY 2019-20
Sonoma County Fire District	N/A	276,608.60
Bennett Valley FPD	12,629.33	N/A
Bodega Bay FPD	22,931.65	25,056.39
Cazadero CSD	7,287.95	7,427.44
Coast Life Support	11,425.43	22,932.01
CSA 40	55,618.93	55,480.27
Forestville FPD	33,382.64	34,151.77
Geyserville FPD	22,983.34	23,620.97
Glen Ellen FPD	15,300.03	15,847.57
Gold Ridge FPD	41,275.36	43,803.75
Graton FPD	24,826.50	25,875.11
Kenwood FPD	11,987.77	12,189.58
Monte Rio FPD	16,709.98	18,138.51
North Sonoma Coast FPD	12,584.57	13,166.05
Occidental CSD	12,897.90	13,721.88
Rancho Adobe FPD	94,849.71	99,410.95
Rincon Valley FPD	155,125.27	N/A
Russian River FPD	76,208.64	77,803.76
Schell-Vista FPD	25,527.74	26,498.55
Timber Cove FPD	9,936.26	10,199.09
Valley of the Moon FPD	73,836.34	75,279.98
Windsor FPD	105,644.39	N/A
Total Districts	842,969.72	877,212.23