

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SONOMA AND THE REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY FOR MITIGATION OF IMPACTS ASSOCIATED WITH THE GRATON CASINO FOR THE FISCAL YEARS 2017-2018 THROUGH 2020-2021.

WHEREAS, the County of Sonoma ("County") and the Redwood Empire Dispatch Communications Authority ("REDCOM") have a mutual interest in effective fire and emergency services to serve the citizens of Sonoma County and the visitors to Sonoma County; and

WHEREAS, the County has reached an intergovernmental agreement ("Agreement") with the Federated Indians of Graton Rancheria ("Tribe") to mitigate, among other things, the impacts of the Graton Casino on services provided by REDCOM, which services are vital to support effective fire and emergency services to the citizens of and visitors to Sonoma County; and

WHEREAS, the Agreement requires the County, among other things, to generally identify and publicly attribute mitigation measures funded and supported by the Tribe; and

WHEREAS, under Government Code § 26227, the Board of Supervisors may appropriate and expend money from the general fund for programs deemed necessary to meet the social needs of the population of the County, including funds to finance the "improvement of real property and furnishings to be owned or operated by any public agency"; and

WHEREAS, the funds that are the subject of this Memorandum of Understanding ("MOU") are necessary for REDCOM's continued provision of services to the Graton Casino and surrounding territories and are necessary to meet the social needs of the County, including the need for emergency services to protect the health, safety, and welfare of the public; and

WHEREAS, the County is embarking on a countywide fire services review ("Review") in order to ensure that the best and most effective fire and emergency services can be sustainably provided into the future with the resources available;

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING HEREBY AGREE:

The County will distribute a total of \$800,000, in four equal installments, to REDCOM for FYS 2017-2018 through 2020-2021.

2. REDCOM shall expend these funds to best mitigate the casino's impacts on services provided by REDCOM, subject to applicable law and any other contractual obligations REDCOM may have.

3. REDCOM shall cooperate with the County to provide information on how the monies provided to REDCOM under this MOU are spent, and assist the County in meeting its obligation to generally identify and publicly attribute mitigation measures funded and supported by the Tribe.

5. The County's funding obligation to REDCOM is contingent upon the receipt of mitigation funds by the County under the Agreement.

6. This Agreement is effective as of June 11, 2019.

8. The County may immediately terminate this MOU should REDCOM fail to perform any of its obligations hereunder or otherwise violate any of the terms of this MOU. Upon termination, REDCOM shall reimburse the County for any funds expended in violation of paragraph 3, above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective date set forth above.

SONOMA COUNTY, CALIFORNIA

Date: \_\_\_\_\_, 2019 By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Chair of the Board of Supervisors

APPROVED AS TO FORM BY COUNTY COUNSEL

Date: \_\_\_\_\_, 2019 By: \_\_\_\_\_

Bruce Goldstein. Esq.

County Counsel

REDCOM

Date: \_\_\_\_\_, 2019 By: \_\_\_\_\_

Name: \_\_\_\_\_

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APPROVED AS TO FORM BY LEGAL COUNSEL FOR REDCOM

Date: \_\_\_\_\_, 2019 By: \_\_\_\_\_

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