

FORM APPROVED COUNTY COUNSEL 11/5/15
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

834



FROM: Executive Office

SUBMITTAL DATE:
 November 4, 2015

SUBJECT: Approval of Agreements of Accord and Satisfaction Related to the Forgiveness of Certain Monetary Obligations Associated with the Passage of SB 107 in the Total Amount of \$23,660,289 between the County of Riverside and the City of Jurupa Valley, City of Menifee, and the City of Wildomar. [Districts 1,2,5]; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and direct the Chairman to execute the attached Agreements of Accord and Satisfaction Related to the Forgiveness of Certain Monetary Obligations associated with the passage of SB 107 between the County of Riverside and the City of Jurupa Valley, City of Menifee, and the City of Wildomar, and
2. Direct the Executive Office to provide the minute order and executed agreements to the Chairperson of the Joint Legislative Budget Committee and to the Director of the Department of Finance (DOF) no later than December 1, 2015.

BACKGROUND:

Summary

On September 22, 2015 Governor Edmund G. Brown signed Senate Bill 107 (SB 107) into law. SB 107 provides a credit on the County of Riverside's bill for services provided by the State of California through the California Department of Forestry and Fire protection (CalFire) contract. This credit allows the county to forgive specific debt owed by the cities of Jurupa Valley, Menifee, and Wildomar.

Continued on the next page

Tina Grande

Tina Grande
 Principal Management Analyst

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	

SOURCE OF FUNDS:	Budget Adjustment:
	For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Alex Gann*

Alex Gann

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 2/26/13 3-14,3-15,3-74 | District: 1,2,5 | Agenda Number:

3-6

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Agreements of Accord and Satisfaction Related to the Forgiveness of
Certain Monetary Obligations Associated with the Passage of SB 107 in the Total Amount of
\$23,660,289 between the County of Riverside and the City of Jurupa Valley, City of Menifee, and
the City of Wildomar**

DATE: November 4, 2015

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

Specifically, SB 107 appropriates funds from the State of California General Fund to CalFire contingent upon the county agreeing to forgive contract deferral debt amounts owed by the cities of Eastvale, Jurupa Valley, Menifee, and Wildomar between the respective dates of incorporation and June 30, 2015.

SB 107 was proposed to provide some level of financial offset to the impact from the passage of SB 89, which reallocated vehicle license fee money away from cities to pay for law enforcement grants. This caused a significant financial impact to the newest cities in California, all of which are located in Riverside County. On September 13, 2011 (Item 3.16), the Board of Supervisors received and filed a report on the impacts of SB 89, which included information on the county's efforts, in conjunction with the cities' efforts, to work toward a legislative solution. Several bills have been proposed and some have passed the legislature only to be vetoed by the Governor. SB 107 was one of the most recent bills proposed.

Earlier this calendar year, the Executive Office was contacted by the Department of Finance (DOF) to discuss SB 107 and the debt owed by the new cities. The Executive Office provided information to the DOF on the debt relating to the approved deferral agreements the county has with the cities of Jurupa Valley, Menifee and Wildomar. After the passage of SB 107, the Executive Office communicated with the DOF about expanding the amount of debt to be relieved to cover new debt generated by the cities of Eastvale and Wildomar. The county's request for expanding debt relief was rejected by the DOF as not being consistent with the legislative intent of SB 107. The following is the debt that will be relieved for each of the three cities covered under SB 107:

Wildomar:

- The City of Wildomar's remaining obligation, including CPI calculated in February 2015: **\$1,187,098.**
- The Board of Supervisors agreed on February 26, 2013 (Item 3-14) to defer General Fund costs incurred by the city during the transition year period for an additional 8 years to June 30, 2021, with a minimum annual payment of no less than \$100,000, plus CPI, beginning July 1, 2013. There was no deferral of transportation costs incurred during that same period.

Menifee:

- The City of Menifee's obligation, including CPI calculated in February 2015: **\$1,147,724**
- The Board of Supervisors agreed on February 26, 2013 (Item 3-15) to defer General Fund costs incurred during the transition year period for an additional 5 years to September 30, 2018. Transportation costs incurred during this same period were deferred an additional seven years to FY 2020/21, with a minimum annual payment of no less than \$100,000, plus CPI, beginning FY 2015/16.

Jurupa Valley:

- The City of Jurupa Valley's total obligation, including CPI calculated in February 2015: **\$21,325,467**
- On February 26, 2013 (Item 3-74) the Board of Supervisors approved deferring six months of Sheriff costs covered under the cooperative agreement for law enforcement services, with repayment in 8 equal annual installments, plus CPI, beginning FY 2015/16 and ending FY 2022/23. In addition, the Board agreed to defer three years of revenue neutrality payments, with repayment in 5 equal annual installments, plus CPI, beginning 60 days after the end of 2015/16. The last payment was expected in the beginning of FY 2020/21. The Board also agreed to the deferral of the majority of the transition year costs for an additional 7 years with the repayment in 8 equal annual payments, plus CPI, beginning FY 2015/16 and ending in FY 2022/23. Transportation Costs from the transition year was expected July 1, 2016.

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DATE: November 4, 2015

PAGE: 3 of 3

Therefore, the total amount expected to be relieved by the county and provided as a credit to the county is **\$23,660,289**. SB 107 requires the county and the cities to enter into agreements, and provide executed copies of each agreement to the Director of the Joint Legislative Budget Commission and the Director of the DOF no later than December 1, 2015. The credit will occur this fiscal year. The general fund portion of the credit is approximately \$20.3 million. The remaining amount will be distributed to the appropriate departments, with the majority of this amount going to the Transportation Department.

The agreements have been approved as to form by County Counsel.

Impact on Residents and Businesses

The relief of this debt will release the cities from these specific obligations they have with the county, which will allow the cities to use future funds toward other necessary obligations. The county will be paid back early for debts owed by the cities, which will allow the county to reallocate funds toward current obligations.

SUPPLEMENTAL:

Additional Fiscal Information

There are no costs, savings, or budget adjustments at this time. The Executive Office will return at the appropriate time to make any necessary adjustments to the general fund.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

- A. City of Jurupa Valley Agreement
- B. City of Menifee Agreement
- C. City of Wildomar Agreement

AGREEMENT OF ACCORD AND SATISFACTION
RELATED TO THE FORGIVENESS OF CERTAIN
MONETARY OBLIGATIONS

This Agreement of Accord and Satisfaction (the "Agreement") is entered into as of November 10, 2015 by and between the County of Riverside, a political subdivision of the State of California (the "County") and the City of Menifee, a general law city and municipal corporation of the State of California ("Menifee" or "City").

This Agreement is entered into with reference to the following facts:

A. On September 22, 2015, Governor Jerry Brown, Jr. signed into law SB 107 which provides that \$23,750,000 is appropriated from the State General Fund to the Department of Forestry and Fire Protection for the benefit of the County, contingent on the County agreeing to forgive amounts owed to it by Eastvale, Jurupa Valley, Wildomar, and Menifee for services rendered by the County to those cities between the respective dates of their incorporation and June 30, 2015.

B. The County agrees to forgive the amounts owed to it by Eastvale, Jurupa Valley, Wildomar, and Menifee for such services in an approximate amount of \$23,750,000 in consideration of the State Controller transmitting \$23,750,000 (or such lesser amount that the State Department of Finance verifies was forgiven) to the Department of Forestry and Fire Protection for the benefit of the County pursuant to SB 107.

C. The parties to this Agreement agree to change the terms of Menifee's outstanding monetary obligations to the County for services that the County has rendered to the City during the relevant time period (as more specifically reflected here-in and the attached schedule) to fulfill the conditions of SB 107.

In consideration of the mutual promises, the parties agree as follows:

1. Operative Provisions. The County shall accept the State Controller's distribution to the Department of Forestry and Fire Protection for the benefit of the County in the approximate amount of \$23,750,000 as full satisfaction of any and all monetary liability that the City owes to the County for services rendered by the County to the City from its respective date of incorporation to June 30, 2015 as more fully set-forth below.

a. The County fully and forever forgives, discharges, and releases Menifee for the \$1,147,724 monetary obligation it owes the County for services rendered by the County to Menifee between the date of its incorporation and June 30, 2015. The totality and extent of the discharge is reflected in the attached summary schedule which is incorporated here-in by reference.

b. Upon the State Controller's SB 107 distribution to the Department of Forestry and Fire Protection for the benefit of the County, the County shall execute an

Acknowledgment of Satisfaction confirming and acknowledging the satisfaction and discharge of the City's monetary obligations as reflected in this Agreement.

2. No Impact on Other Obligations. The parties to this Agreement further agree that this accord and satisfaction applies only to the monetary obligations expressly reflected in this agreement as further detailed in the attached summary schedule. Nothing contained herein shall be construed as affecting the respective duties of the County and the City to perform their respective obligations under other statutes or law or under other agreements to which they may be parties, which legal, statutory and contractual obligations are and shall remain independent and enforceable obligations of the County and the City.

3. Release and Covenant not to Sue. City, on behalf of itself, its elected officials, officers, employees, and their successors and assigns, fully and forever releases the County, its elected officials, officers, employees, and their successors and assigns from all claims and causes of action of any nature known or unknown by reason of, relating to, or arising from this Agreement. This release shall apply to all claims for relief, administrative actions, and any and all causes of actions, including but not limited to, causes of action for injuries, damages, losses, or failures to perform a mandatory duty whether known or unknown, foreseen or unforeseen, patent or latent. The City expressly waives the provisions of Section 1542 of the California Civil Code which says that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor. In addition, City, on behalf of itself, its elected officials, officers, employees, and their successors and assigns, fully and forever relinquishes the right to sue and hereby covenants not to sue and not to pursue any action against the County, its elected officials, officers, employees, and their successors and assigns for any and all claims and causes of action of any nature known or unknown by reason of, relating to, or arising from this Agreement. This covenant not to sue shall apply to all claims for relief, administrative actions, and any and all causes of actions, including but not limited to, causes of action for injuries, damages, losses, or failures to perform mandatory duties whether known or unknown, foreseen or unforeseen, patent or latent.

4. Attorney Review. The parties acknowledge that they have had the opportunity to consult with their respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any party because that party drafted this Agreement or construed in favor of any party because that party failed to understand the legal effect of the provisions of this Agreement.

5. Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement. This Agreement is made for the purpose of setting forth the rights and obligations of the County and the City and no other person shall have any rights hereunder or by reason hereof.

6. Assignment. This Agreement shall bind, and shall inure to the benefit of, the County and the City and their respective successors and assigns. City shall not assign any of its rights or obligations under this Agreement without the prior written consent of the County. Any such assignment without such consent shall be void.

7. Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8. Merger. This Agreement contains the entire agreement between the County and the City with respect to matters contained herein, and all prior negotiations, understandings and agreements are superseded by this Agreement and merged herein.

9. Amendment. This Agreement shall not be modified except by the written consent of the parties. No modification shall be effective unless signed by the party against whom enforcement of such modification is sought.

10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12. Attorney Fees. If any legal action is commenced to interpret, enforce, or recover damages for the breach of any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with that action, in addition to the party's costs of suit.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed.

COUNTY OF RIVERSIDE

By _____
Chairperson, Board of Supervisors

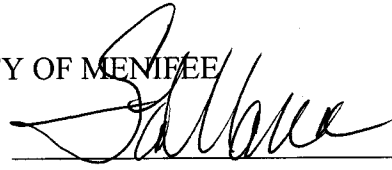
ATTEST:
Kecia Harper-Ihem, Clerk of the Board

By _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: Dale A. Gardner 11/0/15
DALE A. GARDNER DATE

CITY OF MENIFEE

By:



ATTEST:
City Clerk

By K. Bennett
Clerk

**SB 107 Forgiveness Agreement Between Menifee and County
Schedule for the Department of Finance Per SB 107**

City of Menifee

Transition Year Costs Deferment	1,057,615
CPI Per State Law and Agreement	<u>90,109</u>
Total Amount Owed Per Agreement	<u>1,147,724</u>

AGREEMENT OF ACCORD AND SATISFACTION
RELATED TO THE FORGIVENESS OF CERTAIN
MONETARY OBLIGATIONS

This Agreement of Accord and Satisfaction (the "Agreement") is entered into as of November 10, 2015 by and between the County of Riverside, a political subdivision of the State of California (the "County") and the City of Jurupa Valley, a general law city and municipal corporation of the State of California ("Jurupa Valley" or "City").

This Agreement is entered into with reference to the following facts:

A. On September 22, 2015, Governor Jerry Brown, Jr. signed into law SB 107 which provides that \$23,750,000 is appropriated from the State General Fund to the Department of Forestry and Fire Protection for the benefit of the County, contingent on the County agreeing to forgive amounts owed to it by Eastvale, Jurupa Valley, Wildomar, and Menifee for services rendered by the County to those cities between the respective dates of their incorporation and June 30, 2015.

B. The County agrees to forgive the amounts owed to it by Eastvale, Jurupa Valley, Wildomar, and Menifee for such services in an approximate amount of \$23,750,000 in consideration of the State Controller transmitting \$23,750,000 (or such lesser amount that the State Department of Finance verifies was forgiven) to the Department of Forestry and Fire Protection for the benefit of the County pursuant to SB 107.

C. The parties to this Agreement agree to change the terms of Jurupa Valley's outstanding monetary obligations to the County for services that the County has rendered to the City during the relevant time period (as more specifically reflected here-in and the attached schedule) to fulfill the conditions of SB 107.

In consideration of the mutual promises, the parties agree as follows:

1. Operative Provisions. The County shall accept the State Controller's distribution to the Department of Forestry and Fire Protection for the benefit of the County in the approximate amount of \$23,750,000 as full satisfaction of any and all monetary liability that the City owes to the County for services rendered by the County to the City from its respective date of incorporation to June 30, 2015 as more fully set-forth below.

a. The County fully and forever forgives, discharges, and releases Jurupa Valley for the \$21,325,467 monetary obligation it owes the County for services rendered by the County to Jurupa Valley between the date of its incorporation and June 30, 2015. The totality and extent of the discharge is reflected in the attached summary schedule which is incorporated here-in by reference.

b. Upon the State Controller's SB 107 distribution to the Department of Forestry and Fire Protection for the benefit of the County, the County shall execute an Acknowledgment

of Satisfaction confirming and acknowledging the satisfaction and discharge of the City's monetary obligations as reflected in this Agreement.

2. No Impact on Other Obligations. The parties to this Agreement further agree that this accord and satisfaction applies only to the monetary obligations expressly reflected in this agreement as further detailed in the attached summary schedule. Nothing contained herein shall be construed as affecting the respective duties of the County and the City to perform their respective obligations under other statutes or law or under other agreements to which they may be parties, including but not limited to the Revenue Neutrality Agreement between the County and the City, which legal, statutory and contractual obligations are and shall remain independent and enforceable obligations of the County and the City.

3. Release and Covenant not to Sue. City, on behalf of itself, its elected officials, officers, employees, and their successors and assigns, fully and forever releases the County, its elected officials, officers, employees, and their successors and assigns from all claims and causes of action of any nature known or unknown by reason of, relating to, or arising from this Agreement. This release shall apply to all claims for relief, administrative actions, and any and all causes of actions, including but not limited to, causes of action for injuries, damages, losses, or failures to perform a mandatory duty whether known or unknown, foreseen or unforeseen, patent or latent. The City expressly waives the provisions of Section 1542 of the California Civil Code which says that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor. In addition, City, on behalf of itself, its elected officials, officers, employees, and their successors and assigns, fully and forever relinquishes the right to sue and hereby covenants not to sue and not to pursue any action against the County, its elected officials, officers, employees, and their successors and assigns for any and all claims and causes of action of any nature known or unknown by reason of, relating to, or arising from this Agreement. This covenant not to sue shall apply to all claims for relief, administrative actions, and any and all causes of actions, including but not limited to, causes of action for injuries, damages, losses, or failures to perform mandatory duties whether known or unknown, foreseen or unforeseen, patent or latent.

4. Attorney Review. The parties acknowledge that they have had the opportunity to consult with their respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any party because that party drafted this Agreement or construed in favor of any party because that party failed to understand the legal effect of the provisions of this Agreement.

5. Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement. This Agreement is made for the purpose of setting forth the rights and obligations of the County and the City and no other person shall have any rights hereunder or by reason hereof.

6. Assignment. This Agreement shall bind, and shall inure to the benefit of, the County and the City and their respective successors and assigns. City shall not assign any of its rights or obligations under this Agreement without the prior written consent of the County. Any such assignment without such consent shall be void.

7. Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8. Merger. This Agreement contains the entire agreement between the County and the City with respect to matters contained herein, and all prior negotiations, understandings and agreements are superseded by this Agreement and merged herein.

9. Amendment. This Agreement shall not be modified except by the written consent of the parties. No modification shall be effective unless signed by the party against whom enforcement of such modification is sought.

10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12. Attorney Fees. If any legal action is commenced to interpret, enforce, or recover damages for the breach of any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with that action, in addition to the party's costs of suit.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed.

COUNTY OF RIVERSIDE

By _____
Chairperson, Board of Supervisors

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

By _____
Deputy

FORM APPROVED COUNTY COUNSEL
DALE A. GARDNER 11/10/15
DATE

ATTESTED BY:

By: Victoria Wasko
Victoria Wasko, City Clerk

CITY OF JURUPA VALLEY

By: Brad Hancock
Brad Hancock, Mayor

APPROVED AS TO FORM:

By: Peter M. Thorson
Peter M. Thorson, City Attorney

SB 107 Forgiveness Agreement Between Jurupa Valley and County
Schedule for the Department of Finance Per SB 107

City of Jurupa Valley

Sheriff Cost Deferment	6,019,496
Revenue Neutrality Deferment	6,050,000
Transition Year Cost Deferment	9,023,618
CPI Per State Law and Agreement	<u>232,353</u>
Total Amount Owed Per Agreement	21,325,467

AGREEMENT OF ACCORD AND SATISFACTION
RELATED TO THE FORGIVENESS OF CERTAIN
MONETARY OBLIGATIONS

This Agreement of Accord and Satisfaction (the "Agreement") is entered into as of November 10, 2015 by and between the County of Riverside, a political subdivision of the State of California (the "County") and the City of Wildomar, a general law city and municipal corporation of the State of California ("Wildomar" or "City").

This Agreement is entered into with reference to the following facts:

A. On September 22, 2015, Governor Jerry Brown, Jr. signed into law SB 107 which provides that \$23,750,000 is appropriated from the State General Fund to the Department of Forestry and Fire Protection for the benefit of the County, contingent on the County agreeing to forgive amounts owed to it by Eastvale, Jurupa Valley, Wildomar, and Menifee for services rendered by the County to those cities between the respective dates of their incorporation and June 30, 2015.

B. The County agrees to forgive the amounts owed to it by Eastvale, Jurupa Valley, Wildomar, and Menifee for such services in an approximate amount of \$23,750,000 in consideration of the State Controller transmitting \$23,750,000 (or such lesser amount that the State Department of Finance verifies was forgiven) to the Department of Forestry and Fire Protection for the benefit of the County pursuant to SB 107.

C. The parties to this Agreement agree to change the terms of Wildomar's outstanding monetary obligations to the County for services that the County has rendered to the City during the relevant time period (as more specifically reflected here-in and the attached schedule) to fulfill the conditions of SB 107.

In consideration of the mutual promises, the parties agree as follows:

1. Operative Provisions. The County shall accept the State Controller's distribution to the Department of Forestry and Fire Protection for the benefit of the County in the approximate amount of \$23,750,000 as full satisfaction of any and all monetary liability that the City owes to the County for services rendered by the County to the City from its respective date of incorporation to June 30, 2015 as more fully set-forth below.

a. The County fully and forever forgives, discharges, and releases Wildomar for the \$1,187,098 monetary obligation it owes the County for services rendered by the County to Wildomar between the date of its incorporation and June 30, 2015. The totality and extent of the discharge is reflected in the attached summary schedule which is incorporated here-in by reference.

b. Upon the State Controller's SB 107 distribution to the Department of Forestry and Fire Protection for the benefit of the County, the County shall execute an

Acknowledgment of Satisfaction confirming and acknowledging the satisfaction and discharge of the City's monetary obligations as reflected in this Agreement.

2. No Impact on Other Obligations. The parties to this Agreement further agree that this accord and satisfaction applies only to the monetary obligations expressly reflected in this agreement as further detailed in the attached summary schedule. Nothing contained herein shall be construed as affecting the respective duties of the County and the City to perform their respective obligations under other statutes or law or under other agreements to which they may be parties, which legal, statutory and contractual obligations are and shall remain independent and enforceable obligations of the County and the City.

3. Release and Covenant not to Sue. City, on behalf of itself, its elected officials, officers, employees, and their successors and assigns, fully and forever releases the County, its elected officials, officers, employees, and their successors and assigns from all claims and causes of action of any nature known or unknown by reason of, relating to, or arising from this Agreement. This release shall apply to all claims for relief, administrative actions, and any and all causes of actions, including but not limited to, causes of action for injuries, damages, losses, or failures to perform a mandatory duty whether known or unknown, foreseen or unforeseen, patent or latent. The City expressly waives the provisions of Section 1542 of the California Civil Code which says that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor. In addition, City, on behalf of itself, its elected officials, officers, employees, and their successors and assigns, fully and forever relinquishes the right to sue and hereby covenants not to sue and not to pursue any action against the County, its elected officials, officers, employees, and their successors and assigns for any and all claims and causes of action of any nature known or unknown by reason of, relating to, or arising from this Agreement. This covenant not to sue shall apply to all claims for relief, administrative actions, and any and all causes of actions, including but not limited to, causes of action for injuries, damages, losses, or failures to perform mandatory duties whether known or unknown, foreseen or unforeseen, patent or latent.

4. Attorney Review. The parties acknowledge that they have had the opportunity to consult with their respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any party because that party drafted this Agreement or construed in favor of any party because that party failed to understand the legal effect of the provisions of this Agreement.

5. Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement. This Agreement is made for the purpose of setting forth the rights and obligations of the County and the City and no other person shall have any rights hereunder or by reason hereof.

6. Assignment. This Agreement shall bind, and shall inure to the benefit of, the County and the City and their respective successors and assigns. City shall not assign any of its rights or obligations under this Agreement without the prior written consent of the County. Any such assignment without such consent shall be void.

7. Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8. Merger. This Agreement contains the entire agreement between the County and the City with respect to matters contained herein, and all prior negotiations, understandings and agreements are superseded by this Agreement and merged herein.

9. Amendment. This Agreement shall not be modified except by the written consent of the parties. No modification shall be effective unless signed by the party against whom enforcement of such modification is sought.

10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12. Attorney Fees. If any legal action is commenced to interpret, enforce, or recover damages for the breach of any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with that action, in addition to the party's costs of suit.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed.

COUNTY OF RIVERSIDE

By _____
Chairperson, Board of Supervisors

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

By _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: Dale A. Gardner 11/10/15
DALE A. GARDNER DATE

CITY OF WILDOMAR

By: _____

ATTEST:
City Clerk

By _____
Clerk