

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 11/5/15

GREGORY P. PRIAMOS

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

[Signature: 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

[Signature: Alex Gann]
BY: Alex Gann

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: November 17, 2015
xc: E.O.

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

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

3-6

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

**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.

**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
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the City of Wildomar
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 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 Marion Ashley
Chairperson, Board of Supervisors
MARION ASHLEY

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

By Kellie Barton
Deputy

FORM APPROVED COUNTY COUNSEL
By Walter A. Gardner 11/10/15
WALTER A. GARDNER 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 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 Marion Ashley
Chairperson, Board of Supervisors
MARION ASHLEY

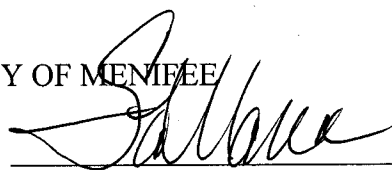
ATTEST:

Kecia Harper-Ihem, Clerk of the Board

By Kaleubayton
Deputy

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

AGREEMENT OF ACCORD AND SATISFACTION

CITY OF MENIFEE
By: 

ATTEST:
City Clerk

By 
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	1,147,724

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 Marion Ashley
Chairperson, Board of Supervisors
MARION ASHLEY

ATTEST:
Kecia Harper-Ihem, Clerk of the Board


By Kecia Harper-Ihem
Deputy

APPROVED COUNTY COUNCIL
Dore H. Bushner 11/10/15
COUNTY CLERK

CITY OF WILDOMAR

By: 
Mayor Ben Benoit

ATTEST:
City Clerk

By 
Debbie Lee, City Clerk

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

City of Wildomar

Transition Year Costs Deferment	1,094,377
CPI Per State Law and Agreement	<u>92,721</u>
Total Amount Owed Per Agreement	1,187,098

COOPERATIVE COST SHARING AGREEMENT BETWEEN THE CITY OF CANYON LAKE, THE CITY OF LAKE ELSINORE, THE CITY OF MENIFEE, AND THE COUNTY OF RIVERSIDE TO PROVIDE FIRE SERVICES IN THE CITY OF CANYON LAKE

THIS AGREEMENT, was made and entered into this ___ day of _____, 2015, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") the City of Canyon Lake, the City of Lake Elsinore and the City of Menifee, duly created cities (hereinafter referred to as "CITIES").

SECTION 1: PURPOSE

A The COUNTY has contracted with the City of Canyon Lake, individually pursuant to a Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Canyon Lake, dated _____, 2015, by and between the City of Canyon Lake and the County of Riverside (the "Canyon Lake Cooperative Agreement").

B. The COUNTY has contracted with the City of Lake Elsinore, individually pursuant to a Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Lake Elsinore, dated July 1, 2012, by and between the City of Lake Elsinore and the County of Riverside (the "Lake Elsinore Cooperative Agreement").

C. The COUNTY has contracted with the City of Menifee, individually pursuant to a Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Menifee, dated _____, 201_, by and between the City of Menifee and the County of Riverside (the "Menifee Cooperative Agreement").

D. The CITIES and COUNTY desire to enter into an agreement to provide fire protection services within the City of Canyon Lake. This agreement is for the mutual benefit of both the COUNTY and the CITIES.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The Riverside County Fire Department will respond to 911 calls originating within the City of Canyon Lake where the response from fire personnel is appropriate. The fire personnel dispatched to these calls will be within the discretion of the Riverside County Fire Department and will be the closest available fire personnel. It is anticipated that the majority

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of these responses will initiate from the Riverside County Fire personnel within the City of Lake Elsinore or the City of Meniffee.

SECTION III: COST SHARE

- A. The Parties agree that the cost of the fire protection services within the City of Lake Elsinore and the City of Meniffee shall be billed to the City of Lake Elsinore and the City of Meniffee pursuant to the respective Cooperative Agreements with the COUNTY consistent with the current agreements referenced above. The cost of these services are evidenced by Exhibit "A" to the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services for the City of Lake Elsinore for FY 2015/2016 attached hereto as Exhibit "A" and Exhibit "A" to the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services for the City of Meniffee for FY 2015/2016 attached hereto as Exhibit "B". These are attached hereto as Exhibits "A" and "B" respectively.
- B. The Parties further agree that the cost of fire protection services within the City of Canyon Lake shall be billed to the City of Canyon Lake pursuant to the Cooperative Agreement with the COUNTY. The cost of these services are evidenced by Exhibit "A" to the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services for the City of Canyon Lake for FY 2015/2016 attached hereto as Exhibit "C"

SECTION IV: TERM

This agreement shall be in effect as of the last date all the Parties have approved this Agreement and shall remain in effect for one year from that date.

SECTION V: INDEMNIFICATION

The indemnification provisions as provided in the respective Cooperative Agreements referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

COUNTY OF RIVERSIDE
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

2015 OCT 22 PM 3:04
RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

CITY OF CANYON LAKE
City Manager
31516 Railroad Canyon Road
Canyon Lake, CA 92587

CITY OF LAKE ELSINORE
City Manager
130 South Main Street
Lake Elsinore, CA 92530

CITY OF MENIFEE
City Manager
29714 Haun Road
Menifee, CA 92586

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII: GENERAL PROVISIONS

A. ALTERATION OF TERMS.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

B. JURISDICTION AND VENUE.

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the Superior Court in the County of Riverside. This selection of venue is made knowingly and with the advice of the parties' respective legal counsel. Should venue be challenged by any party for any reason, the parties agree and stipulate to venue in the Superior Court in the County of San Bernardino. No other venue will be requested by any party.

C. WAIVER.

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY.

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

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.
2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ENTIRE AGREEMENT.

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

[Signature Provisions on following page]

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///
///

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 9/15/2015

CITY OF CANYON LAKE

By: Jordan Ehrenkranz
JORDAN EHRENKRANZ,
Mayor

ATTEST:
Ariel Hall,
City Clerk

APPROVED AS TO FORM:
ELIZABETH MARTYN,
City Attorney

By: Ariel Hall
(SEAL)

By: Elizabeth Martyn
ELIZABETH MARTYN,
City Attorney

Dated: 9/22/15

CITY OF LAKE ELISNORE

By: Steve Manos
STEVE MANOS,
Mayor

ATTEST:
DIANA GIRON,
City Clerk

APPROVED AS TO FORM:
BARBARA LEIBOLD, LEIBOLD
City Attorney

By: Diana Giron
(SEAL)

By: Barbara Leibold
BARBARA LEIBOLD,
City Attorney LEIBOLD

Dated: 9-22-15

CITY OF MENIFEE

By: 
SCOTT MANN, Mayor,

ATTEST:
KATHY BENNETT,
City Clerk

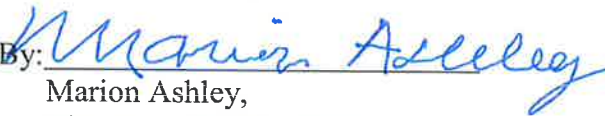


APPROVED AS TO FORM:
JEFF MELCHING,
City Attorney

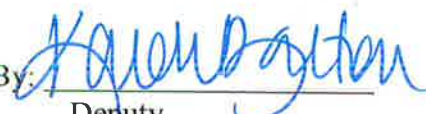
By: 
JEFF MELCHING,
City Attorney

Dated: 10/15/15


COUNTY OF RIVERSIDE

By: 
Marion Ashley,
Chairman, Board of Supervisors

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: 
GREGORY P. PRIAMOS,
County Counsel

(SEAL)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into by and between the following individuals and/or entities:

CITY OF CANYON LAKE

and

COUNTY OF RIVERSIDE

Referred to collectively as the "Parties"

Recitals

The parties have each filed lawsuits based on disputes arising out of the City of Canyon Lake (hereinafter referred to as "CITY") contracting with the County of Riverside (hereinafter referred to as "COUNTY") for fire protection services. The circumstances of these disputes are more fully set forth in the complaints filed in the following matters: City of Canyon Lake v. County of Riverside, Case Number CIVDS1507080 and County of Riverside v. City of Canyon Lake, Case Number CIVDS1507377 and are incorporated herein by reference.

Agreement

WHEREFORE, for valuable consideration, including the promise and payment of monies as set forth below, the Parties agree as follows:

1.0 Release, Discharge, and Indemnification

1.1 In consideration of the payments set forth in section 2.0, Parties hereby completely release and forever discharge each other and their respective elected officials, representatives, boards, bureaus, departments, agencies, officers, directors, insurers, attorneys, agents, employees, tenants, landlords, contractors, and all persons who acted on their behalf with relation to the subject claim or otherwise, from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Parties now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, the incident described in the Recitals above, including, without limitation, any and all known or unknown claims for property damage and bodily and personal injuries to Plaintiff, or any future wrongful death claim of Parties' representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Parties. Respective Parties acknowledge that this is a settlement of a disputed claim, and not an admission of fault, wrongdoing, guilt or liability.

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1.2 This release and discharge shall also apply to the Parties' past, present and future officers, officials, directors, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 Section 1542 of the California Civil Code provides 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 settlement with the debtor." Despite this provision, each party waives the right to any future claims or any other rights under Section 1542.

2.0 Consideration

In consideration of the release set forth above, CITY, agrees to pay COUNTY ("Payee(s)") ~~One Million, Six Hundred and Sixty-Eight Thousand and Fifty dollars (\$1,668,050) within one~~ week of the full execution of this agreement and the exchange of executed requests for dismissal with prejudice.

Additionally, the Parties agree as follows:

- 2.1 The parties will meet and confer in drafting a mutually agreeable press release announcing the resolution of the outstanding litigation and the provision of fire services to CITY by COUNTY pursuant to a cooperative fire services agreement. Such press release will be completed within ten (10) days of the execution of this agreement.
- 2.2 In the event that CITY establishes a municipal fire department at some point in the future, COUNTY, by and through its Fire Department (CalFire), agrees that CITY'S fire department will be treated like any other municipal fire department in the COUNTY and will be included in any regional training exercises deemed appropriate by CalFire.
- 2.3 In the event that CITY establishes a municipal fire department at some point in the future, COUNTY, by and through its Fire Department (CalFire), agrees that COUNTY will provide dispatching services for CITY'S fire department at COUNTY'S cost.
- 2.4 **Attorney's Fees ,Costs and Interest** - Parties agree that all Parties shall bear their own attorneys' fees and costs, and that no interest is due or owing for any amounts in dispute related to the Recitals above or this Agreement.

3.0 Representation of Comprehension of Document

3.1 In entering into the Agreement, Parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice; that the terms of the Agreement have been completely read and explained to Parties by their attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted by Parties.

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RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

3.2 Parties represent that they have carefully read and fully understand the final and binding effect of the provisions contained in this Agreement and that Parties are signing this Agreement voluntarily.

4.0 Warranty of Capacity to Execute Agreement

Parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that Parties have the sole right and exclusive authority to execute this Agreement on behalf of all Parties, and to receive the sums specified in it; and that Parties have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

5.0 Governing Law

This Agreement shall be construed and interpreted in accordance with the law of the State of California.

For the protection of the undersigned Plaintiff, California law requires the following to appear on this form:

“IT IS UNLAWFUL TO (A) PRESENT OR CAUSE TO BE PRESENTED ANY FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS UNDER A CONTRACT OF INSURANCE AND (B) PREPARE, MAKE OR SUBSCRIBE ANY WRITING WITH INTENT TO PRESENT OR USE THE SAME, AND TO ALLOW IT TO BE PRESENTED OR USED IN SUPPORT OF ANY SUCH CLAIM. ANY PERSON WHO VIOLATES ANY PROVISION OF THIS SECTION IS PUNISHABLE BY IMPRISONMENT IN THE STATE PRISON OR BY FINE NOT EXCEEDING ONE THOUSAND DOLLARS (\$1,000) OR BOTH.”

6.0 Contingent Approval/Additional Documents

6.1 Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

6.2 The effectiveness of this document is expressly contingent upon the final approval and execution of the Cooperative Cost Sharing Agreement by the COUNTY, CITY, City of Lake Elsinore and City of Menifee and upon the final approval and execution of the Cooperative Agreement for Fire Services by COUNTY and CITY.

7.0 Entire Agreement and successors in Interest

This Agreement contains the entire agreement between the Parties and the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.


8.0 Counterparts and Facsimile Signature

This Agreement may be executed in counterparts, each counterpart being executed by less than all of the Parties to the Agreement, and shall be equally effective as if the single original has been signed by all Parties; but all such counterparts shall be deemed to constitute a single agreement. A facsimile or email signature shall have the same force and effect as an original.

IN WITNESS WHEREOF, it is hereby accepted:

Dated: 9/29/15

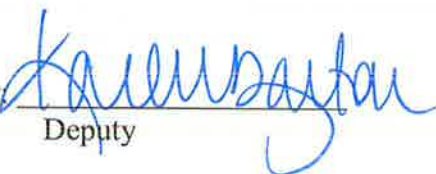
COUNTY OF RIVERSIDE

By: 
CHAIRMAN, BOARD OF
SUPERVISORS

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: 
Deputy

By:  For:
GREGORY P. PRIAMOS,
COUNTY COUNSEL

(SEAL)

Dated: 9.15.15

CITY OF CANYON LAKE

By: Jordan Ehrenkranz
JORDAN EHRENKRANZ,
MAYOR, CITY OF CANYON LAKE

ATTEST:

ARIEL HALL, City Clerk,
City of Canyon Lake

By: Ariel Hall
ARIEL HALL, City Clerk
(SEAL)

APPROVED AS TO FORM:
BRADLEY D. PIERCE,
Attorney for City of Canyon Lake

By: Bradley D. Pierce
BRADLEY D. PIERCE,
ATTORNEY FOR CITY OF
CANYON LAKE

A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF CANYON LAKE

THIS AGREEMENT, made and entered into this 29th day of September, 2015, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Canyon Lake, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55600 et seq., and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

D. The CITY will designate a Fire Department Liaison, which will be the City Manager or City Manager's designee ("City Fire Liaison"). The City Fire Liaison will be the City's Fire Official and point of contact for the County Fire Liaison.

SECTION III: SERVICES

A. CITY shall appropriate a fiscal year budget to support the Fire Service designated at a level of service at the current County authorized minimum staffing level of a three-firefighter unit per fire station with one person being a paramedic, as set forth in Exhibit "A", for the duration of the contract period. This Exhibit may be amended in writing only by mutual agreement by both parties.

B. CITY shall make quarterly payments to the COUNTY. This will constitute payment for the fire protection services provided by COUNTY for CITY.

C. The CITY, COUNTY and Cities of Lake Elsinore and Menifee will enter into a cost sharing agreement. The method and levels of payment by each participating City to the County is detailed in that agreement and incorporated herein. A true and correct copy of this Fully Executed Cooperative Agreement is attached hereto as Exhibit "B" and is fully incorporated into this agreement. Approval of the agreement among the COUNTY, CITY, and the Cities of Lake Elsinore and Menifee is a condition precedent to the approval of this agreement.

D. _____ [] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

SECTION IV: TERM

A. The term of this Agreement shall be for one year from date of execution as required by Government Code §55603.5.

B. Six (6) months prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice as to whether CITY intends to establish its own municipal fire department or whether they wish to negotiate a new one year cooperative agreement for Fire Services.

SECTION V: TERMINATION

During the term of this Agreement, The Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

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CLERK / BOARD OF SUPERVISORS

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IX: PROPERTY ACCOUNTING

All property previously used by the COUNTY that was located at Fire Station 60 within the CITY, including Fire Engine 60, shall be returned to the COUNTY. Should the CITY elect to stand up a municipal fire department, the property, including Fire Engine 60, will be returned to CITY at the end of the contract term.

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "CITY **Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the CITY Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of a CITY Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "COUNTY **Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the COUNTY Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of a COUNTY Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XI: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIII: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XIV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY

County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF CANYON LAKE

City Manger
City of CANYON LAKE
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XV: ENTIRE CONTRACT

This Agreement and the Exhibits attached hereto, including the Four-way Cooperative Agreement contain the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

Nothing in this Agreement is intended to modify, amend or supersede the Settlement Agreement and Release entered into by the COUNTY and CITY resolving the disputes that are the subject of the complaints filed in City of Canyon Lake v. County of Riverside, Case Number CIVDS1507080 and County of Riverside v. City of Canyon Lake, Case Number CIVDS1507377.

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

[Signature Provisions on following page]

///
///

Dated: 9-15-2015

CITY OF CANYON LAKE

By: Jordan Ehrenkranz
JORDAN EHRENKRANZ,
Mayor

ATTEST:

By: Ariel Hall
Ariel Hall,
City Clerk

(SEAL)

APPROVED AS TO FORM:

By: Elizabeth Martyn
ELIZABETH MARTYN,
City Attorney

Dated: 9/29/15

COUNTY OF RIVERSIDE

By: Marion Asseleg
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: Lauren Boyton
Deputy

(SEAL)

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: G. Priamos
GREGORY P. PRIAMOS
COUNTY COUNSEL

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