

SETTLEMENT AGREEMENT

AFTER EXECUTION, PLEASE
RETURN TO:

THIS SETTLEMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into as of the 199, by and between the CITY OF APPLE VALLEY, CITY OF BARSTOW, CITY OF CHINO, CITY OF CHINO HILLS, CITY OF COLTON, CITY OF GRAND TERRACE, CITY OF HESPERIA, CITY OF LOMA LINDA, CITY OF MONTCLAIR, CITY OF NORTON, CITY OF RANCHO CUCAMONGA, CITY OF REDLANDS, CITY OF SAN BERNARDINO, CITY OF TWENTYNINE PALMS, CITY OF VICTORVILLE, CITY OF YUCAIPA, and TOWN OF YUCCA VALLEY (hereinafter collectively referred to as the "Contract Cities") and the COUNTY OF SAN BERNARDINO (hereinafter referred to as the "County").

CITY CLERK'S OFFICE
CITY OF REDLANDS
P. O. BOX 3005
REDLANDS, CA 92373

R E C I T A L S

A. The Cities are cities duly organized and existing under the laws of the State of California and are located within the jurisdictional boundaries of San Bernardino County.

B. The County is a county duly organized and existing as a political subdivision of the State of California.

C. The TOWN OF APPLE VALLEY, CITY OF BIG BEAR LAKE, CITY OF CHINO HILLS, CITY OF GRAND TERRACE, CITY OF HESPERIA, CITY OF HIGHLAND, CITY OF LOMA LINDA, CITY OF NEEDLES, CITY OF RANCHO CUCAMONGA, CITY OF TWENTYNINE PALMS, CITY OF VICTORVILLE, CITY OF YUCAIPA, and TOWN OF YUCCA VALLEY (hereinafter referred to as "the Contract Cities") and the County have entered into separate agreements wherein the County provides law enforcement services to the Contract Cities pursuant to the terms thereof.

D. The CITY OF ADELANTO, CITY OF BARSTOW, CITY OF CHINO, CITY OF COLTON, CITY OF FONTANA, CITY OF MONTCLAIR, CITY OF ONTARIO, CITY OF REDLANDS, CITY OF RIALTO, CITY OF SAN BERNARDINO, and CITY OF UPLAND (hereinafter referred to as "the Independent Cities") furnish their own law enforcement services.

E. On or about July 1, 1990, Senate Bill 2557 was signed by the Governor of the State of California as a non-urgency measure. Senate Bill 2557 was subsequently codified as California Government Code Section 29550, and became effective January 1, 1991. Pursuant to Government Code Section 29550, counties were authorized to retroactively charge cities and other entities for expenses incurred after July 1, 1990, in connection with the booking or other processing of persons arrested by employees of the cities and other entities. Government Code Section 29550 requires that the amount of the fee not exceed the actual administrative costs, including applicable overhead costs

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter referred to as "the Agreement") is entered into as of the _____ day of _____ 199_, by and between the CITY OF ADELANTO, TOWN OF APPLE VALLEY, CITY OF BARSTOW, CITY OF BIG BEAR LAKE, CITY OF CHINO, CITY OF CHINO HILLS, CITY OF COLTON, CITY OF FONTANA, CITY OF GRAND TERRACE, CITY OF HESPERIA, CITY OF HIGHLAND, CITY OF LOMA LINDA, CITY OF MONTCLAIR, CITY OF NEEDLES, CITY OF ONTARIO, CITY OF RANCHO CUCAMONGA, CITY OF REDLANDS, CITY OF RIALTO, CITY OF SAN BERNARDINO, CITY OF TWENTYNINE PALMS, CITY OF UPLAND, CITY OF VICTORVILLE, CITY OF YUCAIPA, and TOWN OF YUCCA VALLEY (hereinafter collectively referred to as "the Cities") and the COUNTY OF SAN BERNARDINO (hereinafter referred to as "the County").

R E C I T A L S

A. The Cities are cities duly organized and existing under the laws of the State of California and are located within the jurisdictional boundaries of San Bernardino County.

B. The County is a county duly organized and existing as a political subdivision of the State of California.

C. The TOWN OF APPLE VALLEY, CITY OF BIG BEAR LAKE, CITY OF CHINO HILLS, CITY OF GRAND TERRACE, CITY OF HESPERIA, CITY OF HIGHLAND, CITY OF LOMA LINDA, CITY OF NEEDLES, CITY OF RANCHO CUCAMONGA, CITY OF TWENTYNINE PALMS, CITY OF VICTORVILLE, CITY OF YUCAIPA, and TOWN OF YUCCA VALLEY (hereinafter referred to as "the Contract Cities") and the County have entered into separate agreements wherein the County provides law enforcement services to the Contract Cities pursuant to the terms thereof.

D. The CITY OF ADELANTO, CITY OF BARSTOW, CITY OF CHINO, CITY OF COLTON, CITY OF FONTANA, CITY OF MONTCLAIR, CITY OF ONTARIO, CITY OF REDLANDS, CITY OF RIALTO, CITY OF SAN BERNARDINO, and CITY OF UPLAND (hereinafter referred to as "the Independent Cities") furnish their own law enforcement services.

E. On or about July 1, 1990, Senate Bill 2557 was signed by the Governor of the State of California as a non-urgency measure. Senate Bill 2557 was subsequently codified as California Government Code Section 29550, and became effective January 1, 1991. Pursuant to Government Code Section 29550, counties were authorized to retroactively charge cities and other entities for expenses incurred after July 1, 1990, in connection with the booking or other processing of persons arrested by employees of the cities and other entities. Government Code Section 29550 requires that the amount of the fee not exceed the actual administrative costs, including applicable overhead costs

as permitted by federal Circular A-87 standards, incurred in booking or otherwise processing those arrested persons.

F. Pursuant to Section 29550 of the Government Code, on or about January 14, 1991, the County adopted Ordinance No. 3428 (San Bernardino County Code Section 16.027A) authorizing the County to charge each of the Cities a criminal justice administrative fee, retroactive to July 1, 1990, in the amount of \$122.90 for each designated booking performed by the County in connection with arrests made within the jurisdictional boundaries of the respective Cities.

G. On or about February 13, 1991, the County began charging each of the Cities a criminal justice administrative fee pursuant to the provisions of Ordinance No. 3428. If said fees were not paid, the County thereafter began withholding certain funds from the cities for the payment thereof.

H. On or about March 15, 1991, the Cities filed suit against the County in the Superior Court of San Bernardino County, Case Number 262309 (hereinafter referred to as "the Initial Lawsuit"), challenging the validity of Ordinance No. 3428.

I. On or about April 26, 1991, the County filed a Cross-Complaint (hereinafter referred to as "the Cross-Complaint") against the Cities to collect unpaid criminal justice administrative fees.

J. On May 14, 1991, the San Bernardino County Superior Court issued a temporary restraining order, and on May 28, 1991, issued a preliminary injunction which was signed and filed on July 5, 1991, prohibiting the County from unilaterally withholding from that date any criminal justice administrative fees which had been disputed by the Cities under Government Code Section 907 from certain funds which were due and owing to the Cities.

K. On or about October 17, 1991, the Initial Lawsuit was added on to Judicial Council Coordination Proceeding No. 2584 (hereinafter referred to as "the Coordinated Proceeding") wherein several cities within the State of California challenged the legality of Government Code Section 29550 and actions taken by their respective counties in connection therewith.

L. On or about April 2, 1992, the court in the Coordinated Proceeding upheld the validity and constitutionality of criminal justice administrative fees. But several other matters in the Coordinated Proceeding remain unadjudicated. As such, the Coordinated Proceeding is still pending as of the effective date of this Agreement.

M. On or about September 1, 1992, the court in the Coordinated Proceeding entered an order providing that the Contract Cities were exempt from payment of any criminal justice administrative fee under the language of their contracts with the County for law enforcement services.

N. The County thereafter threatened to terminate its law enforcement contracts with the Contract Cities if the language of the contracts were not changed to permit the County to collect both the contract amount and the criminal justice administrative fee from the Contract Cities.

O. As a result, beginning on or about February of 1994, the County and the Contract Cities entered into a Settlement Agreement for the purpose of resolving many of the issues addressed in the Initial Lawsuit. Several other issues concerning the proper amount of the criminal justice administrative fee remained unresolved by the Settlement Agreement.

P. Pursuant to the terms of said Settlement Agreement, the Contract Cities executed Amended Law Enforcement Service Contracts with the County which allow the County to charge the Contract Cities a criminal justice administrative fee notwithstanding the court's ruling in the Coordinated Proceeding to the contrary.

Q. On or about August 18, 1994, the court in the Coordinated Proceeding entered an Order (hereinafter referred to as "the Order") setting forth the time frame during which the booking process takes place, and identifying those activities occurring within said parameters which may be included as costs in the calculation of the criminal justice administrative fee, and those activities which must be excluded as cost items in the calculation of the amount of the criminal justice administrative fee.

R. On or about December 15 and 16, 1994, a hearing was held before the Referee appointed by the court in the Coordinated Proceeding on issues related to the appropriate methodology for the calculation of the criminal justice administrative fee. A ruling from the Referee is still pending as of the date of this Agreement.

S. On or about January 10, 1995, the County adopted Ordinance No. 3594, to be effective on or about February 9, 1995. Among other provisions, Ordinance No. 3594 increases the amount of the criminal justice administrative fee from \$122.90 to \$168.20.

T. On February 9, 1995, the Cities filed suit against the County in the Superior Court of San Bernardino County, Case Number SCV 18697 (hereinafter referred to as "the New Lawsuit"), challenging the validity of Ordinance No. 3594.

U. The Cities and the County desire to enter into this Agreement for the purpose of resolving many of the issues addressed in the Initial Lawsuit, the cross-Complaint, and the New Lawsuit without any further litigation, and are entering into this Agreement for said purpose. This Agreement shall not be treated or otherwise construed as an admission of liability by any party for any purpose. This Agreement is a compromise of disputed claims, and this Agreement shall not be construed in any way as an indication of the merits of the Initial Lawsuit, the Cross-Complaint, the New Lawsuit, or any claims or defenses raised therein.

COVENANTS

NOW THEREFORE, in consideration of the preceding Recitals and the mutual Covenants contained herein, the parties hereto agree as follows:

1. Settlement of All Actions. This Agreement shall resolve all issues addressed in the Initial Lawsuit, the Cross-Complaint, and the New Lawsuit. The parties hereto agree to seek a stipulated judgment in the Coordinated Proceeding that is consistent with this Agreement and that will reference and/or incorporate this Agreement. The Cities executing this Agreement shall thereafter dismiss the New Lawsuit, with prejudice, as to them, and the County shall dismiss its Cross-Complaint, with prejudice, as to the signing Cities.

2. Invalidation or State-Mandated Modification of Criminal Justice Administrative Fee. Notwithstanding Section 1 of this Agreement, if a final decision of a California or federal court, including any applicable appellate court decision, holds that the underlying California Government Code Section 29550 is invalid, or otherwise rules that the County may not impose a criminal justice administrative fee, or if subsequent California or federal legislation repeals, removes, or limits the authority of the County to charge a criminal justice administrative fee, the Cities shall not be obligated to pay any criminal justice administrative fee, including those fees agreed to in this Agreement, beyond that which is permitted by law, for any arrests made after the effective date of said final decision or the effective date of such legislation. Additionally, any California or federal legislation or judicial decision which adjusts the amount and/or scope of the criminal justice administrative fee shall be utilized in consultation with the Cities for adjusting the amount of the criminal justice administrative fee as set

forth in Section 3 of this Agreement, and any adjustment in amount and/or scope of the criminal justice administrative fee shall take effect as of the date that such legislation takes effect or when such judicial decision becomes final. However, under no circumstances shall there be an increase in the criminal justice administrative fee beyond those amounts agreed to by the parties as set forth herein, including actual costs after February 10, 2001. The amount of the criminal justice administrative fee imposed after February 10, 2001, for bookings and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", shall not include any retroactive charges for costs which were not recovered by the County for the period beginning July 1, 1990, and ending February 10, 2001, even though said costs may have been within the authorized scope of the criminal justice administrative fee.

3. Payment of Criminal Justice Administrative Fees.
Subject to Section 2 of this Agreement, the Cities shall pay to the County a criminal justice administrative fee as set forth below:

a. Bookings Occurring From July 1, 1990 Through February 9, 1995.

(1) Independent Cities.

Each Independent City executing this Agreement shall pay a criminal justice administrative fee in the amount of \$104.90, plus interest thereon calculated at the applicable Local Agency Investment Fund rate from the date of initial billing for the arrest to the effective date of this Agreement, for each booking and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", performed by the County in connection with arrests made within the jurisdictional boundaries of the respective Independent City for which such a fee is imposed by the San Bernardino County Code for the time period between July 1, 1990, through February 9, 1995.

Upon execution of this Agreement, the County shall calculate the amount owed by each Independent City accordingly and shall bill each Independent City separately with documentation supporting the County's principal and interest calculations. Except for specific challenges contending that a particular booking or other processing charge is not properly allocable to the challenging Independent City under the provisions of the San Bernardino County Code or the County's substantial non-compliance with the terms of this Agreement, said

bill shall be payable within sixty (60) days of receipt by the Independent City. If all uncontested fees and interest are not paid within sixty (60) days of receipt of the bill, the Independent City shall pay additional interest to the County on the delinquent amount due, from the date of receipt of the bill, calculated at the applicable Local Agency Investment Fund rate and supported by adequate documentation thereof. Any funds withheld by the County for payment of the criminal justice administrative fee prior to the court's issuance of the restraining order in the Initial Lawsuit shall be credited to the appropriate Independent City and reflected in the County's invoice. The appropriate Independent City shall also be credited for any criminal justice administrative fees which it has voluntarily paid to the County.

(2) Contract Cities.

For the time period from July 1, 1990, through December 31, 1993, each Contract City executing this Agreement shall pay a criminal justice administrative fee in the amount of \$61.45 for each booking and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", performed by the County in connection with arrests made within the jurisdictional boundaries of the respective Contract City for which such a fee is imposed by the San Bernardino County Code.

For the time period from January 1, 1994, through February 9, 1995, each Contract City executing this Agreement shall pay a criminal justice administrative fee in the amount of \$122.90 for each booking and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", performed by the County in connection with arrests made within the jurisdictional boundaries of the respective Contract City for which such a fee is imposed by the San Bernardino County Code.

Upon execution of this Agreement, the County shall calculate the amount owed by each Contract City accordingly and shall bill each Contract City separately with documentation supporting the County's principal and interest calculations.

Except for specific challenges contending that a particular booking or other processing charge is not properly allocable to the challenging Contract City under the provisions of the San Bernardino County Code or the County's substantial non-compliance with the terms of this Agreement, said bill shall be payable within sixty (60) days of receipt by the Contract City. If all uncontested fees are not paid within sixty (60) days of receipt of the bill by a Contract City, the Contract City shall pay interest to the County on the principal delinquent amount due, from the date of receipt of the bill, calculated at

the applicable Local Agency Investment Fund rate and supported by adequate documentation thereof. Any funds withheld by the County for payment of the criminal justice administrative fee prior to the court's issuance of the restraining order in the Initial Lawsuit shall be credited to the appropriate Contract City and reflected in the County's invoice. The appropriate Contract City shall also be credited for any criminal justice administrative fees which it has voluntarily paid to the County or which it paid to the County under the prior Settlement Agreement.

Notwithstanding the above, if, as a result of the final decision in the Coordinated Proceeding, the amount of the County's criminal justice administrative fee is reduced, the application of said reduction shall be retroactive to January 1, 1994, and the Contract Cities executing this Agreement shall be credited accordingly. If, as a result of the Coordinated Proceeding, the amount of the County's criminal justice administrative fee is reduced to an amount below \$61.45 per booking, the application of said reduced fee shall be retroactive to July 1, 1990, and the Contract Cities executing this Agreement shall be credited accordingly.

b. Bookings Occurring From February 10, 1995, Through February 10, 1996. Each City executing this Agreement shall pay a criminal justice administrative fee in the amount of \$152.00 for each booking and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", performed by the County in connection with arrests made within the jurisdictional boundaries of the respective City beginning February 10, 1995, and ending February 10, 1996, for which such a fee is imposed by the San Bernardino County Code. Except for specific challenges contending that a particular booking or other processing charge is not properly allocable to the challenging City under the provisions of the San Bernardino County Code or the County's substantial non-compliance with the terms of this Agreement, all such fees shall be paid to the County within thirty (30) days of receipt of a bill for criminal justice administrative fees by the City. If all uncontested fees are not paid within thirty (30) days of receipt of the bill by a City, the City shall pay interest to the County on the principal delinquent amount due, from the date of receipt of the bill, calculated at the applicable Local Agency Investment Fund rate and supported by adequate documentation thereof.

c. Bookings Occurring From February 11, 1996, Through February 10, 2001. Each City executing this Agreement shall pay a criminal justice administrative fee in the amount of \$152.00, plus inflation as calculated in the 1996 edition of the Consumer Price Index for All Urban Consumers for the Los Angeles/Anaheim/Riverside area, for each booking and other processing, as referred to in California Government Code section

29550 and as defined in "the Order", performed by the County in connection with arrests made within the Jurisdictional boundaries of the respective City beginning February 10, 1996, and ending February 10, 1997, for which such a fee is imposed by the San Bernardino County Code. The County shall provide the Cities with adequate documentation supporting its calculation of the criminal justice administrative fee for this period.

For each of the four succeeding 12-month periods beginning February 11, 1997, each City executing this Agreement shall pay a criminal justice administrative fee in the same amount that was charged by the County for the previous 12-month period, plus inflation as calculated in the current edition of the Consumer Price Index for All Urban Consumers for the Los Angeles/Anaheim/Riverside area, for each booking and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", performed by the County in connection with arrests made within the jurisdictional boundaries of the respective City for which such a fee is imposed by the San Bernardino County Code. The County shall provide the Cities with adequate documentation supporting its calculation of the criminal justice administrative fee for each of these periods.

Except for specific challenges contending that a particular booking or other processing charge is not properly allocable to the challenging City under the provisions of the San Bernardino County Code or the County's substantial non-compliance with the terms of this Agreement, all such fees shall be paid to the County within thirty (30) days of receipt of a bill for criminal justice administrative fees by the City. If all uncontested fees are not paid within thirty (30) days of receipt of the bill by a City, the City shall pay interest to the County on the principal delinquent amount due, from the date of receipt of the bill, calculated at the applicable Local Agency Investment Fund rate and supported by adequate documentation thereof.

d. Bookings Occurring After February, 10, 2001. Each City executing this Agreement shall pay a criminal justice administrative fee in the amount of the actual cost incurred by the County for performing the activities properly includable in booking and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", for each booking and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", performed by the County in connection with arrests made within the jurisdictional boundaries of the respective City occurring after February 10, 2001, for which such a fee is imposed by the San Bernardino County Code. The County shall provide the Cities with adequate documentation supporting its calculation of the criminal justice administrative fee. Nothing herein shall be treated as a waiver of the ability of the Cities to contest or

challenge any such recalculation of the County's criminal justice administrative fee as being either computationally in error or unsupported by law. Unless otherwise challenged, all such fees shall be paid to the County within thirty (30) days of receipt of a bill for criminal justice administrative fees by a City. If all uncontested fees are not paid within thirty (30) days of receipt of the bill by a City, the City shall pay interest to the County on the principal delinquent amount due, from the date of receipt of the bill, calculated at the applicable Local Agency Investment Fund rate and supported by adequate documentation thereof.

4. Procedure For and Effect of Contesting the Proper Allocation or Computation of Billed Criminal Justice Administrative Fees and/or Interest for Bookings and Other Processing, as Referred to in California Government Code Section 29550 and as Defined in "the Order", Occurring Prior to February 11, 2001. Any challenge by a City executing this Agreement to the proper allocation or computation of billed criminal justice administrative fees and/or interest under Section 3 of this Agreement concerning bookings and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", occurring prior to February 11, 2001, shall be made in writing and delivered to the County's Administrative Office within thirty (30) days of receipt of the challenged bill by the City. All reasons for challenging the billed fees and/or interest must be stated in the written challenge.

After receipt of such a written challenge, the County shall have thirty (30) days in which to decide that the challenge is well founded or unfounded. If the County determines that any part of the challenge is well founded, the fees and/or interest will be adjusted accordingly and a new bill sent to the challenging City, without penalty or additional interest for the delay in reviewing and considering the written challenge.

If the County determines that the challenge is unfounded, the parties executing this Agreement agree that in such an event the written challenge shall be forwarded to binding arbitration, where the sufficiency of the challenge will be administered and decided by a J.A.M.S. arbitrator or another alternative dispute resolution facilitator agreed to by the parties to the billing dispute. The County and the City contesting the billed fees and/or interest shall pay in equal shares any advanced costs required by the assigned arbitrator, and if the arbitrator finds that the challenge is entirely well founded or wholly unfounded, the party whose position was not upheld shall reimburse the prevailing party its share of costs following the arbitrator's decision. The parties agree that the arbitrator's decision shall be final and binding on the parties, without any recourse for them to seek appellate or equitable review in a court of law.

If the City's written challenge is wholly rejected by the arbitrator as unfounded, the challenging City shall owe additional interest to the County for the delay in paying the challenged fees and/or interest, calculated at the applicable Local Agency Investment Fund rate and supported by adequate documentation thereof, and all such fees and interest shall be paid to the County by the challenging City within thirty (30) days of the arbitrator's announced decision.

If the arbitrator upholds a portion but not all of the challenged fees and/or interest, that portion of billed fees and/or interest that is upheld by the arbitrator shall be paid to the County by the challenging City within thirty (30) days of the arbitrator's announced decision, but no additional interest will be due for the delay in paying the challenged fees and/or interest.

That portion of challenged billed fees and/or interest determined by the arbitrator to be improperly charged will not be owed to the County by the challenging City.

The parties shall consider the recommendations of the joint committee established in Section 6 herein, and prior to February 11, 2001, shall agree on a procedure to be instituted for a City executing this Agreement to contest the proper allocation of billed criminal justice administrative fees and/or interest for bookings and other processing, as referred to in California Government Code section 29550 and as defined in "the Order," occurring after February 10, 2001.

After February 10, 2001, in the absence of a procedure that has been agreed upon by the parties for a City executing this Agreement to contest the proper allocation of billed criminal justice administrative fees and/or interest for bookings and other processing, as referred to in California Government Code section 29550 and as defined in "the Order," occurring after February 10, 2001, representatives of the challenging City and the County shall meet within thirty (30) days of the submission of a written challenge to the County, and employ their best efforts to resolve the dispute. After February 10, 2001, if no procedure has been agreed upon and the dispute is not resolved after a meeting of representatives of the challenging City and the County, the parties to the dispute may agree to submit the matter to binding or non-binding arbitration, or either party may initiate a court action to resolve the dispute.

In any event, after February 10, 2001, that portion of challenged billed fees and/or interest that is upheld after the final step of the procedure instituted for a City executing this Agreement to contest the proper allocation of billed criminal justice administrative fees and/or interest for bookings and other processing, as referred to in California Government Code section

29550 and as defined in "the Order", occurring after February 10, 2001, shall be paid to the County by the challenging City within thirty (30) days of the announced decision on the challenge, and if the City's challenge is wholly rejected as unfounded, the challenging City shall owe additional interest to the County for the delay in paying the challenged fees and/or interest, calculated at the applicable Local Agency Investment Fund rate and supported by adequate documentation thereof, and all such fees and interest shall be paid to the County by the challenging City within thirty (30) days of the announced decision on the challenge.

After February 10, 2001, that portion of challenged billed fees and/or interest that is determined to be improperly charged after the final step of the procedure instituted for a City executing this Agreement to contest the proper allocation of billed criminal justice administrative fees and/or interest for bookings and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", occurring after February 10, 2001, will not be owed to the County by the challenging City.

5. Effect of Closure of Central Detention Center. In the event the County's Central Detention Center is closed and/or no longer used by the County for booking and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", in connection with arrests made within the jurisdictional boundaries of the Cities, the amount of the criminal justice administrative fee imposed upon the Cities pursuant to Section 3 of this Agreement shall be reduced by 10.7 percent, from the date of the closure.

6. Creation of Joint Committee. The parties hereto agree to form a joint committee composed of one city manager from a Contract City, one city manager from an Independent City, one representative from the Sheriff's Department, and one representative of the County's Administrative office (hereinafter referred to as "the Committee"). The Committee shall, on at least an annual basis, review the cost of booking and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", in connection with arrests made within the jurisdictional boundaries of the Cities, and explore and seek methods for reducing the cost thereof.

Prior to January 1, 2001, the Committee shall evaluate the procedure established in Section 4 herein for a City executing this Agreement to contest the proper allocation or computation of billed criminal justice administrative fees and/or interest for bookings and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", occurring prior to February 11, 2001, and shall make

recommendations to the Cities executing this Agreement and the County concerning the procedure to be employed for a City executing this Agreement to contest the proper allocation or computation of billed criminal justice administrative fees and/or interest for bookings and other processing, as referred to in California Government Code section 29550 and as defined in "the Order", occurring after February 10, 2001.

7. Effect on Law Enforcement Service Contracts. The Contract Cities shall comply with all terms of this Agreement notwithstanding any inconsistent provision or provisions of the law enforcement service contracts executed by the Contract Cities with the County. This Agreement shall not affect the continued validity of such law enforcement service contracts currently in effect.

8. Supersession. This Agreement shall supersede all prior agreements oral and written between the parties concerning the matters which are mutually resolved herein.

9. Amendments. This is an entire agreement and cannot be amended unless in writing, with specific reference hereto by the parties authorized to be charged. Failure by any party to enforce any provisions shall not constitute a waiver of said party's rights to enforce subsequent violation of the same or any other provisions.

10. Inurement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

11. Captions. The captions of Sections and Subsections of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

12. Validity. This Agreement shall be construed in accordance with the laws of the State of California.

13. Severability. If any section, clause, or phrase of this Agreement is for any reason held to be unconstitutional or unlawful, such a decision shall not affect the validity of the remaining portions of this Agreement.

14. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be a part of the original.

15. Fees and Expenses. Unless otherwise provided herein, each party to this Agreement shall bear their own attorneys' fees and expenses with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers as of the date first above written.

CITY OF REDLANDS

COUNTY OF SAN BERNARDINO

By:



Mayor Swen Larson

By:

Chairman
Board of Supervisors

By:



City Clerk, Lorrie Poyzer

Date:

November 21, 1995