

SETTLEMENT AGREEMENT AND RELEASE WITH ACCORD COMMUNICATIONS

This SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is entered into on this 26th of June, 2018, by and between the County of Lake, a political subdivision of the State of California (hereinafter, "COUNTY") and Peter J. Gruchawka, doing business as Accord Communications (hereinafter, "ACCORD").

WHEREAS, ACCORD had originally entered into an agreement in July 2007 with Buckingham Peak, LLC for communication facilities site management for an area commonly described as Buckingham Peak and Howard Peak; and

WHEREAS, in 2009, the COUNTY acquired Buckingham Peak and Howard Peak and continued the above-referenced ongoing contractual relationship with ACCORD; and

WHEREAS, said agreement with ACCORD provides that upon termination of the Agreement for any reason, ACCORD's right to further compensation shall cease except for amounts accruing before the termination date and ACCORD's percentage of gross revenues for the two-year period following the date of termination as those revenues are received; and

WHEREAS, ACCORD presently receives 25% of said gross revenues; and

WHEREAS, by this Settlement Agreement and Release, the COUNTY and ACCORD desire to terminate any continuing agreement for communication facilities site management and to resolve all outstanding financial obligations arising from any such agreement with finality, and enter into a full settlement of all claims and obligations which may arise between the parties

NOW THEREFORE, the parties agree as follows:

1. Termination. The parties hereto mutually agree to the termination of any ongoing agreement by and between them for the provision of communications facilities site management, effective as of June 30, 2018.
2. Final Compensation. ACCORD agrees that in settlement of all outstanding obligations relating to gross revenues to which it is entitled under any ongoing agreement by and between the parties hereto, that ACCORD shall accept:

A payment of \$101,313.36 payable in 24 equal monthly installments of \$4,221.39, which shall be payable on the last day of each month beginning July 31, 2018 and continue monthly through June 30, 2020.

ACCORD agrees that acceptance of the foregoing settlement is in lieu of its continuing receipt of 25% of gross revenues for a two-year period as those revenues are received by the COUNTY.

Additionally, ACCORD shall be compensated for any amounts payable and accruing before the termination date.

3. Resolution. This Agreement is a final and binding resolution and release between the parties herein and their past, present and future officers, directors, trustees, agents, employees, contractors, attorneys, parents, subsidiaries, or affiliates in any way involved with the provision of communications facilities site management services.
4. Mutual Release of All Claims. In consideration for their faithful performance of the terms of this Settlement Agreement, the parties, for themselves, their successors, assigns, and (in the case of ACCORD) subcontractors (at any tier), do hereby relinquish, waive, release, acquit and forever discharge

each other of and from any and all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts, damages, or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, which they have now or may have in the future against one another, based on any actions or events which occurred prior to the date of this Settlement Agreement.

5. Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives.

6. Non-Assignment. A party's rights under this Settlement Agreement may not be assigned without the express written consent of the other party, which consent may be given only in accordance with applicable law and regulation.

7. Severability. If any portions of this Settlement Agreement are held invalid and unenforceable, all remaining portions shall nevertheless remain valid and enforceable, to the extent they can be given effect without the invalid portions.

8. Negotiated Transaction. Each of the parties has participated in the drafting and negotiation of this Settlement Agreement. Accordingly, for all purposes, this Settlement Agreement shall be deemed to have been drafted jointly by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on the date written above.

Executed at Lakeport, California on June 26th, 2018.

LESSOR
County of Lake

LESSEE
Accord Communications:

BY: _____
CHAIR, Board of Supervisors

BY: _____
Peter J. Gruchawka

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By:  _____