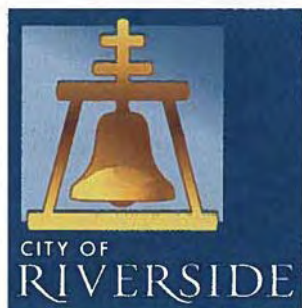




TUESDAY, FEBRUARY 23, 2016, 1 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

GARDNER	1						
MELNDRIZ	2						
SOUBIROUS	3						
DAVIS	4						
MACARTHUR	5						
PERRY	6						
BURNARD	7						

City Attorney Geuss reported that in closed session the City Council approved by a vote of six in favor and none opposed with Councilmember Burnard absent, the request of Councilmember Soubirous for reimbursement of attorney fees in the amount of \$1,055 related to an investigation of Councilmember Mike Soubirous. Further, the City Council makes the following statement: "We regret the actions taken with regard to the investigation of Councilmember Mike Soubirous. This includes the process of discussing the matter in closed session, yet hearing the matter publicly, denying the Councilmember a right to rebut with witnesses. We regret any damages to Councilmember Soubirous' reputation and sincerely hope this can move Council forward in the spirit of cooperation."



**CITY COUNCIL
AND
HOUSING AUTHORITY
MINUTES**

TUESDAY, DECEMBER 1, 2015, 1 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

City of Arts & Innovation

GARDNER	MELNDRIZ	SOUDEIROUS	DAVIS	MACARTHUR	PERRY	BURNARD
1	2	3	4	5	6	7

Councilman Davis with regards to the events of 2014. The City Council regrets these events took place and hopes to put them behind us and move forward in the spirit of cooperation." The vote was 6-0 with Councilmember Davis recused; (b) Helen Burgess v. City of Riverside, Tort Claim 15-03-22 was settled in the amount of \$59,863 by a unanimous vote; and (c) Joseph A. Penrod v. City of Riverside, Tort Claim 14-10-29 was settled in the amount of \$60,575 by a unanimous vote; and (2) the property damage claim at 8415 Easterbrook Court, Tort Claim 15-09-10, Grace Sallal v. City of Riverside was settled in the amount of \$30,872.82 by a unanimous vote. There were no reportable actions taken on the closed sessions held earlier in the day.

ITEMS FOR FUTURE CITY COUNCIL CONSIDERATION

There were no items reported at this time.

The City Council adjourned at 7:37 p.m.

Respectfully submitted,

COLLEEN J. NICOL
City Clerk

Approved in closed session 11-10-15 em

Settlement Agreement and Mutual Release

In consideration of the sum of Forty Thousand Dollars (\$40,000), and the City of Riverside's public acknowledgement reproduced in paragraph 1, Paul Davis hereby forever releases, waives and discharges the City of Riverside and its respective employees, officers, agents, former employees, elected and appointed officials, of and from any and all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, relating in any manner whatsoever to the Government Claim filed by Paul Davis.

Paul Davis and the City of Riverside further agree to the special considerations which follow:

1. The City of Riverside and its City Council will publically acknowledge that:

"No charges were ever filed or brought against Councilmember Davis with regards to the events of 2014. The City Council regrets these events took place and hopes to put them behind us and move forward in a spirit of cooperation."

2. Paul Davis and the City of Riverside agree that this Settlement Agreement and Mutual Release is intended to be a full and final compromise, release and settlement of all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, relating to the above described incident and matters; and, as a further consideration and inducement for this compromise settlement, and Paul Davis and the City of Riverside expressly waive the provisions of Section 1542 of the Civil Code which reads as follows:

"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

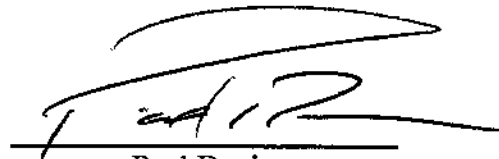
her must have materially affected his or her settlement with the debtor.”

3. Paul Davis represents that he is the sole possessor of the claims or causes of action being released, and that he has not assigned or otherwise transferred said claims or causes of actions.

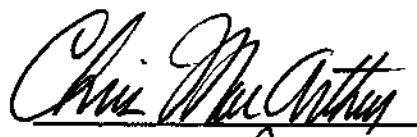
4. Paul Davis and the City of Riverside understand and agree that this Settlement Agreement and Mutual Release sets forth the full and complete agreement of the parties, and that no statements or representations, other than those contained herein, have been made or relied upon by Paul Davis or the City of Riverside as an inducement for executing this Settlement Agreement and Mutual Release.

5. Paul Davis and the City of Riverside hereby acknowledge that they have discussed this Settlement Agreement and Mutual Release with their counsel, who have explained this document, and Paul Davis and the City of Riverside acknowledge that they understand all of the terms and conditions of this Settlement Agreement and Mutual Release and that this is a total and final settlement and compromise of all claims.

Dated: November 17, 2015


Paul Davis

Dated: November 17, 2015 CITY OF RIVERSIDE


Past Mayor Pro-Tem

Attest:


City Clerk

APPROVED AS TO FORM

CITY CLERK