

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between Alejandro Valenzuela ("Mr. Valenzuela"), by and through his attorneys at the ACLU of Arizona and the ACLU's Immigrants' Rights Project (collectively, the "ACLU"), and the City of South Tucson and the South Tucson Police Department (collectively, "the City"), by and through their attorney, Andrea Lynn Matheson, Matheson Law Firm, P.C. Mr. Valenzuela and the City shall be referred to as "the Parties."

### RECITALS

1. On November 12, 2013, Mr. Valenzuela served on the City, a "Notice of Claim" arising out of an incident that occurred on or about July 13, 2013 (attached as Appendix A). The Notice of Claim alleged, *inter alia*, that the City and STPD violated Mr. Valenzuela's rights to equal protection and rights to be free from false arrest and unlawful search and seizure. On November 20, 2014, the City disseminated a Press Release (attached as Appendix B) responding to the Notice of Claim.

2. Since the service of the Notice of Claim, the Parties have engaged in extensive settlement negotiations and desire to settle the dispute between them by creating a model Immigration Policy (the "Immigration Policy") (attached as Appendix C) for other cities and towns to follow suit. This Settlement Agreement resolves all issues between Mr. Valenzuela and the City arising out of the Notice of Claim.

### TERMS

3. In consideration for the release described in paragraphs 8 and 9 of this Agreement, the City agrees to the following:

4. Within 30 days of the Effective Date of this Agreement, the City will formally and publicly adopt the Immigration Policy (Appendix C) as a binding policy on the City and its agents for a minimum of 48 months, subject only to amendment by written consent of the Parties to account for any development in the relevant areas of law. Public adoption of the policy will be by means of placing the Immigration Policy on the City's website: [www.southtucson.org](http://www.southtucson.org) and inviting comment at regular council meetings during the "Call to the Audience." In addition to accepting complaints regarding the implementation and enforcement of the policy by telephone (520-917-1566) and in person at the STPD's front window where a bilingual employee will be available during business hours, a complaint form will be available for the public on the City's website.

5. Within 30 days of the Effective Date of this Agreement, STPD leadership will commence instruction and training for all STPD officers as to the terms, provisions, and

application of this agreement and Immigration Policy, documenting the nature and extent of such instruction in the individual officer files, holding all personnel accountable for compliance with the policy provisions as specified in the Immigration Policy, including documentation detailed at paragraph 7 of Officer Oversight and Training in the Immigration Policy. The City and the ACLU of Arizona shall each designate a contact person responsible for compliance with all provisions in the Immigration Policy.

6. So long as the City does not have the equipment or capability to run an individual's fingerprints, the City hereby binds itself and any other agency with whom it engages, either by formal or informal agreement, including through any Memorandum of Understanding (MOU) or Intergovernmental Agreement (IGA) to strictly abide by the guidelines under "Permissible Contacts" delineated in the Immigration Policy.

7. The City shall adopt and/or maintain civilian complaint procedures that are clear and consistent and easily accessible to the public.

8. The City shall make the Immigration Policy easily and widely available to the public, including but not limited to making it available at no cost upon verbal or written request.

9. The Parties agree that, unless otherwise indicated, the City will implement each of the provisions enumerated herein within 30 days of the Effective Date of this Agreement.

#### Release

10. In consideration of the above, upon the effective date, Mr. Valenzuela shall be deemed to have, and shall have, fully, finally, and forever waived, released, relinquished, discharged, and dismissed all claims arising from the events alleged in the Notice of Claim. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed to limit the ability of ACLU to pursue legal action on behalf of any individual for past or future harm apart from the incident described in the Notice of Claim.

11. The Parties believe that the Immigration Policy will help to ensure the constitutional rights of immigrants and minorities within South Tucson's jurisdiction. However, in accepting the terms of this Agreement, neither Mr. Valenzuela, by and through the ACLU, nor the City, by and through its counsel, are representing that the Immigration Policy necessarily meets all of the requirements of the United States Constitution, the Arizona Constitution, or any other law.

Dispute Resolution

12. If the ACLU determines that any material portion of this Agreement has been breached, the ACLU will bring its concerns to the attention of the City in a timely manner. The ACLU and the City shall attempt in good faith to resolve any dispute concerning the Agreement, first through negotiation between persons who have the authority to settle the controversy, and if necessary, mediation through a mutually acceptable, impartial mediator.

13. If the ACLU determines that any material portion of this agreement has been breached, and the Parties do not come to an agreement on a remedy, the ACLU may pursue any and all remedies available at law, including seeking to enforce this Agreement by action in court.

14. The Parties agree that any statute of limitations will be tolled until the conclusion of any settlement discussions and/or mediation efforts, whichever date is later.

Miscellaneous

15. The Parties shall bear their own costs and attorneys' fees.


16. Failure by any Party to enforce this Agreement with respect to any of its provisions or deadlines shall not be construed as a waiver of the right to enforce other deadlines and provisions of this Agreement.

17. The Effective Date of this Agreement is the date of the last signature to this Agreement.


18. This Agreement, including Appendixes A, B, and C, constitutes the entire Agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement will be enforceable under its provisions. Adoption of this Agreement and the Immigration Policy does not serve as an admission of wrongdoing by the City.

19. The signatory to this document in a representative capacity for the City represents that he or she is authorized to bind the City to the terms of this Agreement.


5/19/2014  
Date:

  
\_\_\_\_\_  
Mayor of City of South Tucson


5/19/14  
Date:

  
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Andrea L. Matheson, Matheson Law Firm P.C.  
Attorney for the City of South Tucson  
and the South Tucson Police Department

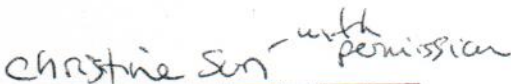
5-19-14  
Date

  
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Alejandro Valenzuela

5-19-14  
Date

  
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Daniel Pochoda  
ACLU of Arizona

5-19-14  
Date

  
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Christine P. Sun  
ACLU Immigrants' Rights Project