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[Caption for Defendants' counsel on following page]

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

LEGAL SERVICES FOR PRISONERS
WITH CHILDREN, a non-profit
organization, BARBARA MICHEL,
LAURA MAGNANI,

Plaintiffs,

v.

GREGORY J. AHERN, in his official
capacity as Sheriff of Alameda County;
ALAMEDA COUNTY, a public entity;
ALAMEDA COUNTY SHERIFF'S
DEPARTMENT, a public entity under the
control of Alameda County,

Defendants.

Case No. RG12656266
SETTLEMENT AGREEMENT
JUDGE WINIFRED SMITH
DEPARTMENT 21

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TABLE OF CONTENTS

| | | | |
|----|-------|---|----|
| 1 | I. | RECITALS..... | 1 |
| 2 | II. | DEFINITIONS..... | 2 |
| 3 | III. | NO ADMISSION OF LIABILITY | 5 |
| 4 | IV. | SELF-EVALUATION AND TRANSITION PLAN | 6 |
| 5 | V. | PHYSICAL MODIFICATIONS TO SANTA RITA JAIL | 6 |
| 6 | A. | Minimum Housing (Dorms) | 7 |
| 7 | i. | Female Housing including Ancillary Facilities, Dining Area, Isolation Cell, and Quasi-Yard | 7 |
| 8 | ii. | Male Housing including Ancillary Facilities, Dining Area, Isolation Cell, and Quasi-Yard | 8 |
| 9 | iii. | Program Pod including Ancillary Facilities, Dining Area, Isolation Cell, and Quasi-Yard | 10 |
| 10 | B. | Medium/Maximum Housing (Cells) | 11 |
| 11 | C. | Outpatient Housing Unit (OPHU)/Accessible Visiting Area | 12 |
| 12 | D. | Intake, Transfer, and Receiving (ITR) | 13 |
| 13 | E. | Minimum and Medium Exercise Yards | 13 |
| 14 | i. | Minimum Yard | 13 |
| 15 | ii. | Medium Yard | 13 |
| 16 | F. | Visitor Parking Lot | 14 |
| 17 | G. | Main Entry Ramp | 14 |
| 18 | H. | Entrance Lobby | 14 |
| 19 | I. | Chapel | 14 |
| 20 | VI. | PROJECT MANAGEMENT, PROJECT DELAY AND MONITORING | 15 |
| 21 | VII. | JAIL POLICIES AND PROCEDURES | 19 |
| 22 | A. | Inmate Rules and General Information Handbook | 18 |
| 23 | B. | Other Policy Changes | 19 |
| 24 | C. | Installation of Video Relay Service System | 19 |
| 25 | VIII. | RELEASE OF CLAIMS AND SAFE HARBOR | 19 |
| 26 | A. | Release of Claims | 19 |
| 27 | B. | Safe Harbor | 19 |
| 28 | IX. | DISPUTE RESOLUTION | 22 |
| 29 | X. | CONTINUING JURISDICTION OF THE COURT | 22 |
| 30 | XI. | GENERAL PROVISIONS | 22 |
| 31 | A. | Amendment | 22 |
| 32 | B. | Authority | 23 |
| 33 | C. | Counterparts | 23 |
| 34 | D. | Entire Agreement | 23 |
| 35 | E. | Knowing Agreement | 23 |
| 36 | XII. | ATTORNEYS' FEES, MONITORING FEES AND COSTS | 24 |

1
2
3
4
5
6
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EXHIBIT LIST

- EXHIBIT "A" SETTLEMENT MATRIX
- EXHIBIT "B" MONITORING AGREEMENT
- EXHIBIT "C" JAIL POLICIES AND FORMS (PARTIALLY SEALED)
- EXHIBIT "D" INMATE RULES AND GENERAL INFORMATION HANDBOOK
- EXHIBIT "E" TYPICALS (SEALED)

1 **I. RECITALS**

2 WHEREAS, on November 15, 2012, Plaintiffs Barbara Michel, Laura Magnani and
3 Legal Services for Prisoners with Children (“Plaintiffs”) filed a lawsuit, *Legal Services for*
4 *Prisoners with Children, et. al. v. Ahern, et. al.*, (Case Number RG12656266) (the “Lawsuit”), in
5 the Superior Court of the State of California, County of Alameda against Defendants Gregory J.
6 Ahern, in his official capacity as Sheriff of Alameda County, Alameda County, a public entity,
7 and the Alameda County Sheriff’s Office, a public entity under the control of Alameda County
8 (“Defendants”) (individually a “Party”, collectively the “Parties”);

9 WHEREAS, Plaintiffs alleged that the Defendants denied inmates with disabilities access
10 to physical facilities as well as programs, services, and activities offered at the Santa Rita Jail
11 (the “Jail”), in violation of California Civil Code § 54, *et seq.*, California Government Code §
12 4450, the California Building Standards Code at Title 24 of the California Code of Regulations
13 and California Government Code § 11135, *et seq.*;

14 WHEREAS, Defendants deny Plaintiffs’ allegations and throughout this litigation have
15 maintained that the Jail has operated and continues to operate in compliance with all applicable
16 accessibility codes and standards;

17 WHEREAS, the Parties acknowledge that the Jail was opened in 1989, prior to the
18 enactment of the Americans with Disabilities Act (“ADA”) in 1990, and as such, the Jail is an
19 existing facility within the meaning of the ADA;

20 WHEREAS, the Parties believe a complete resolution and settlement of all claims,
21 disputes, and controversies relating to Plaintiffs’ allegations, is in the best interests of the Parties,
22 and the Parties desire to resolve their differences and disputes by settling the Lawsuit as set out
23 in this Settlement Agreement;

24 WHEREAS, the Parties have the mutual goal of settling this action to avoid additional
25 protracted and expensive litigation, the Parties now wish to effectuate a settlement agreement as
26 defined below (the “Settlement Agreement”);

27 WHEREAS, this Settlement Agreement is the result of the arms-length negotiations,
28 which occurred after numerous conferences and meetings between the Parties;

1 NOW, THEREFORE, the Parties hereby stipulate and agree to the terms set out in this
2 Settlement Agreement.

3 **II. DEFINITIONS**

4 The following terms, when used in this Settlement Agreement, have the following
5 meanings:

- 6 A. Except where otherwise noted or agreed to by the Parties, “**Accessibility Standards**”
7 refer to the following standards: the current (as of the construction plan approval date)
8 edition of the California Building Code, Title 24, Part 2 of the California Code of
9 Regulations; or, the 2010 Americans with Disabilities Act (“**ADA**”) Standards for
10 Accessible Design (“**2010 ADA Standards**”), which consists of the Title II regulations at
11 28 CFR 35.151 and the 2004 ADA Accessibility Guidelines (“**ADAAG**”) at 36 CFR part
12 1191, appendices B and D, or, at Defendants’ discretion, the current (as of the
13 construction plan approval date) version of the **ADA Standards**.
- 14 B. Except where otherwise noted or agreed to by the Parties, “**Accessible**” means that the
15 facility or planned accessibility improvement is in compliance with **Accessibility**
16 **Standards**.
- 17 C. “**ADA Designated,**” for purposes of this Settlement Agreement, means the areas,
18 equipment, services, programs, or facilities within the Jail identified by the Alameda
19 County Sheriff or his designee, in his sole and absolute discretion, as a facility, service,
20 or program intended to comply with **Accessibility Standards** or provide **Substantially**
21 **Equivalent Access**, as defined below.
- 22 D. “**Ancillary Facilities**” for purposes of this Settlement Agreement, means the facilities
23 within a housing unit – other than a cell or bunk -- including showers, water closets,
24 lavatories, mirrors, drinking fountains, call buttons and/or hardware, and other such
25 features (as appropriate and where deemed necessary), where the Parties have agreed to
26 make modifications as set out in this Settlement Agreement and Settlement Matrix.
- 27 E. The “**Court**” is the Superior Court of the State of California, County of Alameda.
- 28

- 1 F. **“Days,”** as used in this Settlement Agreement and all Exhibits, means calendar days,
2 unless otherwise noted.
- 3 G. The **“Defendants”** are Gregory J. Ahern, in his official capacity as Sheriff of Alameda
4 County, and Alameda County, a public entity.
- 5 H. **“Defendants’ Counsel”** refers to Defendants’ counsel of record and to any attorneys
6 identified by such counsel of record as successors during the Settlement Period, and
7 includes the Office of the County Counsel for County of Alameda, and the law firm
8 Porter Scott.
- 9 I. The **“Effective Date”** is the date the parties file notice of settlement with the Court
10 pursuant to California Rule of Court 3.1385.
- 11 J. **“Force Majeure,”** as used in this Settlement Agreement, means a material event,
12 circumstance, or act of a third party that is beyond a party’s reasonable control and which
13 makes performance unfeasible or delayed and which by the exercise of due diligence one
14 is unable to overcome. Examples of Force Majeure include but are not limited to an act
15 of God, acts of terrorism, acts of the public enemy, acts of a government entity, or acts of
16 another party; strikes or other labor disturbances, general unavailability of necessary
17 materials, hurricanes, earthquakes, fires, floods, droughts, epidemics, embargoes, war,
18 and riots, that meet the criteria in the preceding sentence.
- 19 K. The **“Jail”** is the Santa Rita Jail and its current, existing facilities and units, limited to
20 areas used and/or accessed by inmates and visitors, located at 5325 Broder Boulevard in
21 Dublin, California, 94568.
- 22 L. The **“Lawsuit”** is *Legal Services for Prisoners with Children, et al. v. Ahern, et al.*, (Case
23 Number RG12656266) pending in the Superior Court of the State of California, County
24 of Alameda
- 25 M. The **“Monitor”** is the individual or entity retained by the County to oversee the
26 modifications listed in the Settlement Matrix and as set out by the Monitoring
27 Agreement.
- 28

- 1 N. The “**Monitoring Agreement**” is a document attached as Exhibit “B” to this Settlement
2 Agreement, and sets out the obligations, duration, and the duties of the Monitor during
3 the Settlement Period.
- 4 O. The **Plaintiffs** are taxpayers Barbara Michel and Laura Magnani, and nonprofit
5 organization Legal Services for Prisoners with Children (“LSPC”).
- 6 P. “**Plaintiffs’ Counsel**” refers to the law offices of Disability Rights Advocates and the law
7 offices of Disability Rights Legal Center and the attorneys who practice there.
- 8 Q. The “**Release Period**” is the period of six (6) years starting on the Effective Date, during
9 which this Settlement Agreement will bar subsequent injunctive or declaratory relief
10 claims by Plaintiffs, if any, relating to allegations that the Defendants failed to provide
11 full and equal disabled access to the Jail, consistent with Section XI (E) below.
- 12 R. The “**Released Parties**” are Defendants, and all of their parents, subsidiaries, affiliates,
13 political subdivisions, and entities, and each of their past, present, and future
14 administrators, successors, officers, directors, executors, counsel, employees, attorneys,
15 representatives, assigns, heirs, supervisors, insurers, contractors, sub-contractors,
16 predecessors, and agents of these entities and individuals, in their official and personal
17 capacities.
- 18 S. “**Safe Harbor**” refers to areas of the Jail where no alterations or modifications have
19 occurred on or after March 15, 2012, and thus, except for the Accessible modifications
20 the Parties have agreed upon pursuant to the Accessibility Standards as reflected in the
21 Settlement Matrix and the Settlement Agreement, compliance with the 2010 ADA
22 Standards is not required.
- 23 T. The “**Settlement Agreement**” is this document and its exhibits.
- 24 U. The “**Settlement Period**” is the period of up to six (6) years starting on the Effective
25 Date, and is subject to change as set out in the Monitoring Agreement. The Settlement
26 Period and the Monitoring Period shall run coextensively. Upon the expiration or
27 conclusion of the Monitoring Period, including completion of all review and inspection
28 of completed work pursuant to the Monitoring Agreement, the Settlement Period shall

1 likewise end. However, in no event shall the Settlement Period be less than the four-year
2 period (4) starting on the Effective Date.

3 V. The “**Settlement Matrix**” is Exhibit “A” to this Settlement Agreement, and lists the
4 exclusive physical modifications to be made to the Santa Rita Jail as agreed upon by the
5 Parties.

6 W. “**Substantially Equivalent Access**” refers to departures from particular technical design
7 and scoping requirements of the Accessibility Standards where the Parties have agreed
8 that the areas will provide substantially equivalent access to and usability of the facility,
9 as set forth in 28 CFR 35.151, 36 CFR Part 1191, 36 CFR Part 1191.1, and 36 CFR Part
10 1191 (2009), Appendix B Section 103 (“Nothing in these requirements prevents the use
11 of designs, products, or technologies as alternatives to those prescribed, provided they
12 result in substantially equivalent or greater accessibility and usability.”).

13 X. “**Typical(s)**” refer to representative drawings included as part of the Settlement Matrix as
14 agreed upon by the Parties, for purposes of guiding and governing the modifications of
15 the Jail. When a Typical is described as providing Substantially Equivalent Access, the
16 Typical shall control in the event of any conflict with the Accessibility Standards.

17 **III. NO ADMISSION OF LIABILITY**

18 The Defendants have expressly denied and continue to deny all of the claims, acts or
19 omissions alleged in the lawsuit and any liability or wrongdoing for any and all claims of any
20 nature whatsoever, including without limitation, any violations of federal or state laws. The
21 Defendants also have denied and continue to deny, *inter alia*, the allegations that Plaintiffs were
22 harmed by the conduct alleged in the Lawsuit.

23 This Settlement Agreement does not constitute an admission of any liability by
24 Defendants for the alleged violation of any law, statute, rule, regulation, or policy. This
25 Settlement Agreement further does not constitute an admission of any kind regarding the merits
26 of any position taken by any party to the Lawsuit. Though Defendants have agreed to modify
27 certain portions of the Jail pursuant to the terms of this Settlement Agreement as set out in the
28 Settlement Matrix, such an agreement shall not be construed as an admission by Defendants that

1 the Jail must comply with federal or state accessible design standards, and shall not constitute an
2 admission that any alleged non-compliance constitutes a denial of full and equal access to Jail
3 inmates or Jail visitors. Moreover, though Defendants have modified certain policies related to
4 the Jail, such modifications shall not be construed as an admission by Defendants that the Jail
5 must comply with current federal or state accessible design standards, and shall not constitute an
6 admission that any alleged non-compliance constitutes a denial of full and equal access to Jail
7 inmates or Jail visitors. Defendants assert that they are, and have been, in full compliance with
8 federal and California access laws.

9 **IV. SELF-EVALUATION AND TRANSITION PLAN**

10 Defendants shall complete the development of a self-evaluation and transition plan in
11 compliance with Title II of the Americans with Americans with Disabilities Act and its
12 implementing regulations and Section 504 of the Rehabilitation Act and its implementing
13 regulations. The self-evaluation and transition plan shall be completed within one year of the
14 Effective Date of this Settlement Agreement.

15 **V. PHYSICAL MODIFICATIONS TO SANTA RITA JAIL**

16 The Parties hereby incorporate the Settlement Matrix (attached hereto as Exhibit "A")
17 and the Monitoring Agreement (attached hereto as Exhibit "B"), as those Exhibits describe the
18 agreed-upon modifications to the Jail and set forth the modification parameters and limitations
19 for the Monitor, Monitoring Period, and Plaintiffs' Counsel. The modifications, Typical, and
20 time periods or durations reflected in the Settlement Matrix are described in detail below, and
21 they constitute the full and complete resolution of all issues regarding physical modifications in
22 this Lawsuit. To the extent the numbers and/or descriptions set forth below and in the Settlement
23 Matrix are determined to be in conflict, the Settlement Matrix shall control, with the following
24 caveats: terms used in the Settlement Matrix shall have the same meaning as those defined in
25 this Settlement Agreement; to the extent specific modifications are described as being in
26 compliance with the Accessibility Standards or Accessible in the Settlement Agreement such
27 descriptions will also apply to those modifications in the Settlement Matrix; and, unless
28 otherwise indicated all physical modifications will be completed in compliance with the

1 Accessibility Standards and will be maintained in accordance with the County's routine
2 maintenance program.

3 **A. Minimum Housing (Dorms)**

4 The Parties agree that, ultimately, 3% of the rated capacity bed space in the minimum
5 housing dormitories (a total of fifty (50) beds) will be modified consistent with Typical¹ A-14
6 and shall meet the applicable Accessibility Standards. The Parties agree that construction will be
7 performed in phases and that within 36 months a total of thirty (30) beds, constituting 2% of the
8 rated capacity bed space in minimum housing, will be modified consistent with Typical A-14
9 and shall meet the applicable Accessibility Standards. Within a total of 42 months an additional
10 twenty (20) beds will be modified consistent with Typical A-14 and shall meet the applicable
11 Accessibility Standards, bringing the total number of Accessible beds in minimum housing at the
12 end of 42 months to fifty (50) beds, constituting 3% of the rated capacity bed space in minimum
13 housing. Sections V(A)(i)-(iii) outline the specific number of Accessible beds to be provided
14 within the specific timelines outlined in those sections.

15 **i) Female Housing including Ancillary Facilities, Dining Area, Isolation Cell,
16 and Quasi-Yard**

17 Two (2) female pods in minimum housing shall comply with the Typical agreed upon by
18 the Parties (A-14) and shall meet the applicable Accessibility Standards. Within thirty-six (36)
19 months following the Effective Date of this Settlement Agreement, one (1) female pod in
20 minimum housing, with ten (10) beds, will be modified consistent with Typical A-14 and shall
21 meet the applicable Accessibility Standards. Within forty-two (42) months following the
22 Effective Date of this Settlement Agreement, a second female pod in minimum housing, with an
23 additional (10) beds, for a total of twenty (20) beds in female minimum housing, will be
24 modified consistent with Typical A-14 and shall meet the applicable Accessibility Standards.

25 The Ancillary Facilities for each ADA Designated female housing pod shall include: one
26 (1) Accessible shower; one (1) Accessible water closet; one (1) Accessible lavatory; one (1)

27 _____
28 ¹All "Typical" designs referenced in the Settlement Agreement and the Settlement Matrix will be
filed under seal as Exhibit "E".

1 Accessible hi-lo drinking fountain; Accessible mirrors, where provided; and Accessible call
2 buttons with associated hardware where provided. Modifications to the Ancillary Facilities will
3 be completed within forty-two (42) months following the Effective Date of this Settlement
4 Agreement.

5 For each dining area ancillary to the two (2) ADA Designated female minimum housing
6 pods, 5% of the dining seats will be Accessible for wheelchair-users; one (1) Accessible hi-lo
7 drinking fountain will be provided; and Accessible call button(s) with associated hardware will
8 be provided, where call buttons for inmate use are provided. One dining area ancillary to the
9 first modified pod will be modified within thirty-six (36) months following the Effective Date of
10 this Settlement Agreement. A second dining area ancillary to the second ADA Designated
11 female housing pod will be modified within forty-two (42) months following the Effective Date
12 of this Settlement Agreement.

13 One (1) isolation cell, located in the housing unit where the housing unit contains an
14 ADA Designated dorm, will be modified consistent with Typical A-7. When modified
15 consistent with Typical A-7, the modified isolation cells shall be deemed to provide Substantially
16 Equivalent Access. Modifications to the isolation cell will be completed within forty-two (42)
17 months following the Effective Date of this Settlement Agreement.

18 One (1) Accessible quasi-yard restroom per housing unit where the housing unit contains
19 an ADA Designated dorm will be modified consistent with Typical A-4. The quasi-yard in this
20 area shall also have one (1) Accessible water closet and one (1) Accessible hi-lo drinking
21 fountain. Modifications to the quasi-yard will be completed within forty-two (42) months
22 following the Effective Date of this Settlement Agreement.

23 **ii) Male Housing including Ancillary Facilities, Dining Area, Isolation Cell, and**
24 **Quasi-Yard**

25 Two (2) male pods in minimum housing shall comply with the typical agreed upon by the
26 Parties (A-14) and shall meet the applicable Accessibility Standards. Within thirty-six (36)
27 months following the Effective Date of this Settlement Agreement one (1) male pod in minimum
28 housing, with ten (10) beds, will be modified consistent with Typical A-14 and shall meet the

1 applicable Accessibility Standards. Within forty-two (42) months following the Effective Date
2 of this Settlement Agreement, a second male pod in minimum housing, with an additional ten
3 (10) beds, for a total of twenty (20) beds in male minimum housing, will be modified consistent
4 with Typical A-14 and shall meet the applicable Accessibility Standards.

5 The Ancillary Facilities for the two (2) ADA Designated male minimum housing pods
6 shall include: one (1) Accessible shower; one (1) Accessible water closet; one (1) Accessible
7 lavatory; one (1) Accessible hi-lo drinking fountain; Accessible mirrors, where provided; and
8 Accessible call buttons with associated hardware, where provided. Modifications to the
9 Ancillary Facilities will be completed within forty-two (42) months following the Effective Date
10 of this Settlement Agreement.

11 For each dining area ancillary to the two (2) ADA Designated male minimum housing
12 pods, 5% of the seating will be Accessible for wheelchair-users; one (1) Accessible hi-lo
13 drinking fountain will be provided; and Accessible call button(s) with associated hardware will
14 be provided, where call buttons for inmate use are provided. One dining area ancillary to the
15 first ADA Designated pod will be modified within thirty-six (36) months following the Effective
16 Date of this Settlement Agreement. One additional dining area ancillary to the second ADA
17 Designated pod will be modified within forty-two (42) months following the Effective Date of
18 this Settlement Agreement.

19 One (1) isolation cell, located in the housing unit where the housing unit contains an
20 ADA Designated dorm will be modified, consistent with Typical A-7. When modified
21 consistent with Typical A-7, the modified isolation cells shall be deemed to provide Substantially
22 Equivalent Access. Modifications to the isolation cell will be completed within forty-two (42)
23 months following the Effective Date of this Settlement Agreement.

24 One (1) Accessible quasi-yard restroom per housing unit where the housing unit contains
25 an ADA Designated dorm will be modified consistent with Typical A-4. The quasi-yard in this
26 area shall also have one (1) Accessible water closet and one (1) Accessible hi-lo drinking
27 fountain. Modifications to the quasi-yard will be completed within forty-two (42) months
28 following the Effective Date of this Settlement Agreement.

1 **iii) Program Pod including Ancillary Facilities, Dining Area, Isolation Cell, and**
2 **Quasi-Yard**

3 One (1) program pod shall comply with the Typical agreed upon by the Parties (A-14)
4 and shall meet the applicable Accessibility Standards. As part of achieving 3% applicable rated
5 capacity bed space in minimum housing, within thirty-six (36) months following the Effective
6 Date of this Settlement Agreement, ten (10) beds will be modified consistent with Typical A-14
7 and shall meet the applicable Accessibility Standards.

8 The Ancillary Facilities for this pod shall include: one (1) Accessible shower; one (1)
9 Accessible water closet; one (1) Accessible lavatory; one (1) Accessible hi-lo drinking fountain;
10 Accessible mirrors, where provided; and Accessible call buttons with associated hardware,
11 where provided. Modifications to the Ancillary Facilities will be completed within forty-two
12 (42) months following the Effective Date of this Settlement Agreement.

13 For the dining area ancillary to this pod, 5% of the seating will be Accessible for
14 wheelchair-users; one (1) Accessible hi-lo drinking fountain will be provided; and Accessible
15 call button(s) with associated hardware will be provided, where call buttons for inmate use are
16 provided. The dining area ancillary to this pod will be modified within thirty-six (36) months
17 following the Effective Date of this Settlement Agreement.

18 One (1) isolation cell, in the housing unit where the housing unit contains an ADA
19 Designated dorm for the Program pod, will be modified consistent with Typical A-7. When
20 modified to be consistent with Typical A-7, the modified isolation cells shall be deemed to
21 provide Substantially Equivalent Access to the existing facilities. Modifications to the isolation
22 cell will be completed within forty-two (42) months following the Effective Date of this
23 Settlement Agreement.

24 One (1) Accessible quasi-yard restroom in housing unit where the housing unit contains
25 an ADA Designated dorm in the Program pod will be modified, consistent with Typical A-4.
26 The quasi-yard in this area shall also have one (1) Accessible water closet and one (1) hi-lo
27 drinking fountain. Modifications to the quasi-yard will be completed within forty-two (42)
28 months following the Effective Date of this Settlement Agreement.

1 **B. Medium/Maximum Housing (Cells)**

2 In both the Medium and Maximum housing areas of the Jail, within thirty-six (36)
3 months following the Effective Date of this Settlement Agreement, twenty-two (22) cells
4 (constituting 2% of the applicable rated capacity cells in Medium and Maximum housing at the
5 Jail), will be compliant as agreed upon by the Parties, with twelve (12) of these cells being
6 modified consistent with Typical A-5, and the remaining ten (10) cells being modified as
7 designated and decided by Defendants, so long as these ten (10) cells are Accessible. The twelve
8 (12) cells, when modified consistent with Typical A-5, shall be deemed to provide Substantially
9 Equivalent Access. Within forty-two (42) months following the Effective Date of this
10 Settlement Agreement, an additional eleven (11) cells, for a total of thirty-three (33) cells
11 (constituting 3% of the applicable rated capacity in Medium and Maximum housing cells at the
12 Jail), will be modified as designated and decided by Defendants, so long as these eleven (11)
13 cells are Accessible.

14 The Ancillary Facilities for each housing area where these thirty-three (33) cells are
15 located shall include: one (1) Accessible shower per pod, consistent with Typical A-6 (seven (7)
16 showers shall be modified within thirty-six (36) months of the Effective Date and two (2)
17 additional showers shall be modified within forty-two (42) months of the Effective Date for a
18 total of nine (9) showers); one (1) Accessible water closet per pod; one (1) Accessible lavatory
19 per pod; one (1) Accessible hi-lo drinking fountain per pod; Accessible mirrors, where provided;
20 and Accessible call buttons with associated hardware, where provided. Modifications to the
21 Ancillary Facilities, unless otherwise noted, will be completed within forty-two (42) months
22 following the Effective Date of this Settlement Agreement.

23 For the dining areas ancillary to the medium and maximum housing units where the ADA
24 Designated thirty-three (33) cells are located, 5% of seating will be Accessible for wheelchair-
25 users. In addition, for each dining area ancillary to the medium and maximum housing units
26 where the ADA designated cells are located one (1) Accessible hi-lo drinking fountain will be
27 provided; and Accessible call button(s) with associated hardware, will be provided, where call
28 buttons for inmate use are provided. Seven (7) dining areas ancillary to ADA Designated pods

1 will be modified within thirty-six (36) months following the Effective Date of this Settlement
2 Agreement and two (2) dining areas ancillary to ADA Designated pods will be modified within
3 forty-two (42) months following the Effective Date of this Settlement Agreement.

4 There will be one (1) isolation cell in each housing unit where the housing unit contains
5 an ADA Designated cell, consistent with Typical A-7. When modified to be consistent with
6 Typical A-7, the modified isolation cells shall be deemed to provide Substantially Equivalent
7 Access. Modifications to a total of four (4) isolation cells will be completed within thirty-six
8 (36) months following the Effective Date of this Settlement Agreement and an additional two (2)
9 isolations cell will be completed within forty-two (42) months following the Effective Date of
10 this Settlement Agreement.

11 There will be one (1) Accessible quasi-yard restroom per housing unit where the housing
12 unit contains an ADA Designated cell, consistent with Typical A-4; a total of four (4) quasi-yard
13 restrooms will be completed within thirty-six (36) months following the Effective Date of this
14 Settlement Agreement and an additional two (2) quasi-yard restrooms will be completed within
15 forty-two (42) months following the Effective Date of this Settlement Agreement.

16 Each quasi-yard ancillary to a housing unit containing an ADA Designated cell, shall also
17 have one (1) Accessible water closet and one (1) Accessible hi-lo drinking fountain. These
18 modifications to the ancillary quasi-yards will be completed within forty-two (42) months
19 following the Effective Date of this Settlement Agreement.

20 **C. Outpatient Housing Unit (OPHU)/Accessible Visiting Area**

21 One (1) Accessible medical cell, consistent with Typical A-10, will be completed within
22 thirty-six (36) months following the Effective Date of this Settlement Agreement.

23 Two (2) Accessible visiting booths, for all accessible visiting (both contact and
24 noncontact), consistent with Typical A-20, will be completed within thirty (30) months following
25 the Effective Date of this Settlement Agreement. To the extent an attorney, who uses a
26 wheelchair, needs to conduct a contact visit with an inmate who also uses a wheelchair, the
27 Parties agree that the Jail shall programmatically accommodate these individuals by designating
28 sufficient Accessible space on the inmate side of the visiting booth for the contact visit to take

1 place. The Jail shall accommodate the need for contact visits, where either the attorney or the
2 inmate use a wheelchair, by designating sufficient Accessible space of the visiting booth for the
3 contact visit to take place.

4 One (1) Accessible unisex bathroom (with one (1) toilet and one (1) lavatory) for use by
5 the public, consistent with Typical A-10, will be completed in the OPHU, within thirty-six (36)
6 months following the Effective Date of this Settlement Agreement.

7 One (1) Accessible and ADA Designated shower room (with one (1) Accessible shower,
8 one (1) Accessible bath tub, one (1) Accessible toilet, one (1) Accessible lavatory, and one (1)
9 Accessible wash basin), consistent with Typical A-12, will be completed within thirty-six (36)
10 months following the Effective Date of this Settlement Agreement.

11 **D. Intake, Transfer, and Receiving (ITR)**

12 One (1) Accessible transfer cell, consistent with Typical A-1, will be completed within
13 thirty (30) months following the Effective Date of this Settlement Agreement.

14 One (1) Accessible holding cell, consistent with Typical A-2, will be completed within
15 thirty (30) months following the Effective Date of this Settlement Agreement.

16 One (1) Accessible sobering cell, consistent with Typical A-3, will be completed within
17 thirty (30) months following the Effective Date of this Settlement Agreement.

18 **E. Minimum and Medium Exercise Yards**

19 **i) Minimum Yard**

20 One (1) Accessible pad with five (5) types of Accessible exercise equipment shall be
21 added to the minimum yard that supports ADA Designated minimum housing. This will include
22 an Accessible path of travel with one (1) Accessible bench and approach to the minimum yard
23 baseball field. Modifications to the minimum yard will be completed within forty-two (42)
24 months following the Effective Date of this Settlement Agreement.

25 **ii) Medium Yard**

26 One (1) Accessible pad with five (5) types of Accessible exercise equipment shall be
27 added to the medium yard that supports ADA Designated medium housing. This will include an
28 Accessible path of travel to the Accessible pad and Accessible exercise equipment.

1 Modifications to the medium yard will be completed within thirty-six (36) months following the
2 Effective Date of this Settlement Agreement.

3 **F. Visitor Parking Lot**

4 Within twelve (12) months following the Effective Date of this Settlement Agreement,
5 Defendants shall provide: twelve (12) Accessible parking stalls to comply with the applicable
6 Accessibility Standards, including an Accessible path of travel along the sidewalk leading to the
7 ADA parking stall area; correct and/or update all applicable ADA signage in the visitor parking
8 lot to comply with the applicable Accessibility Standards; and correct and/or amend the slope,
9 stalls, curb ramp, gutters, and detectable warning signs within the ADA area of the visitor
10 parking lot to comply with applicable Accessibility Standards.

11 **G. Main Entry Ramp**

12 Consistent with Typical A-17 and A-18, Defendants shall reconstruct the main entry
13 ramp to correct the slope, landing, and handrail; modifications to the ramp will be completed
14 within twelve (12) months following the Effective Date of this Settlement Agreement in
15 compliance with applicable Accessibility Standards.

16 **H. Entrance Lobby**

17 The transaction counter in the front entrance lobby shall be modified to be Accessible
18 including a pass thru height of a maximum 36" in order to comply with applicable Accessibility
19 Standards. Modifications to the transaction counter will be completed within thirty (30) months
20 following the Effective Date of this Settlement Agreement.

21 **I. Chapel**

22 Within six (6) months following the Effective Date of this Settlement Agreement,
23 Defendants will provide assistive listening devices (i.e. an amplification system that brings sound
24 directly into the ear) for events at the chapel. Within twelve (12) months following the Effective
25 Date of this Settlement Agreement, Defendants shall modify the pews in the chapel consistent
26 with Typical A-8 such that two (2) Accessible seating areas will be provided for individuals who
27 require the use of a wheelchair.

28

1 **VI. PROJECT MANAGEMENT, PROJECT DELAY AND MONITORING**

2 As set out in the Monitoring Agreement, Plaintiffs and Plaintiffs' Counsel will be
3 responsible for timely responses to all review and comments required by the County in
4 accordance with the provisions in this Settlement Agreement. The County will provide the
5 Plaintiffs adequate time for such review and comments, as provided therein. All other conditions
6 are set out in Monitoring Agreement, which is attached as Exhibit "B" to this Settlement
7 Agreement, and incorporated herein.

8 Project delay attributed to compliance with the Settlement Agreement and/or Monitoring
9 Agreement, which is due to delay by (1) Plaintiffs or the Monitor, (2) coordination with
10 Plaintiffs (where Plaintiffs are responsible for delay in coordination), (3) the dispute resolution
11 process, or (4) other factors outside of Defendants' control (including Force Majeure conditions,
12 and/or bid protests) shall extend the period for the Defendants' implementation of the
13 construction, alteration, or modification at issue. The impact of the delay shall be evaluated
14 based on the relevant project schedule, and may result in a greater extension than a one-to-one
15 day delay.

16 Defendants will not be liable for their non-performance or delayed performance if caused
17 by a Force Majeure. Defendants will promptly notify Plaintiffs if they become aware of a Force
18 Majeure that may or will significantly delay performance under this Agreement. If a Force
19 Majeure occurs, the Parties will meet and confer and will add time for completion of milestone
20 periods noted in this Agreement as to all or that portion of the project affected by the Force
21 Majeure. The added time shall be not less than a 1:1 extension and greater ratios for delay
22 affecting the construction may be granted.

23 As noted in paragraph C of the Monitoring Agreement, the Parties may agree to exclude
24 specific modifications from the plan review requirements contained in the Monitoring
25 Agreement. The following list contains the items where no architectural drawings (plans) are
26 required to complete the physical alteration. Work that falls within this category includes:

- 27 1. Provision of Accessible inmate and public-facing telephones
28 2. Provision of Accessible vending machines or removal of non-accessible
vending machines.

- 1 3. Provision of large print 11" x 17" handouts of bail bond signage.
- 2 4. Provision of Accessible inmate and public-facing drinking fountains.
- 3 5. Visitor parking lot signage.
- 4 6. Provision of assistive listening device in chapel.
- 5 7. Removal or relocation of furniture creating movable barriers in medical
- 6 exam rooms to allow for sufficient clearance in compliance with
Accessibility Standards

7 For items number 1, 4, 5 and 7, listed above, the Monitor will be provided with a declaration
8 from Defendants verifying the work that was done accompanied by photographic documentation
9 of such work. The Parties agree that no picture is needed to document the removal of non-
10 accessible vending machines or the provision of the assistive listening device and a declaration
11 from Defendants attesting that such items have been completed shall be sufficient. For item
12 number 3, listed above, the Monitor will be provided with a copy of a large print handout in
13 order to verify that items completion. For items 1, 4, 5, and 7 listed above (which involve more
14 than one item of work), the Monitor's on-site visit to verify work will be limited to a sample of
15 twenty percent (20%) of the completed work. Should the Monitor determine that the sample has
16 a compliance rate of less than ninety percent (90%), the Monitor may sample an additional ten
17 percent (10%) of the completed work. For work that involves only one item (*i.e.*, item 6) the
18 Monitor's on-site visit to verify such work will include a review of that item.

19 **VII. JAIL POLICIES AND PROCEDURES**

20 Subject to the terms of the confidentiality agreement entered into by the Parties,
21 Defendants will provide Plaintiffs' Counsel with copies of any substantial or material changes
22 made to disability-related policies, inmate rules and the general inmate handbook (only to the
23 extent related to disability matters), and/or inmate forms, listed below, during the Settlement
24 Period. A change will be considered "substantial" or "material" if it affects the availability of a
25 program, activity, or service to inmates with disabilities or if it affects the timing for the
26 availability of a program, activity, or service to inmates with disabilities. Plaintiffs' Counsel will
27 have fifteen (15) days from receipt of the policies, inmate rules, the general inmate handbook,
28 and/or inmate forms to provide comments regarding the changes. If a dispute arises regarding

1 the changes, the Parties will engage in the dispute resolution process outlined in Section IX of
2 the Settlement Agreement. Disability-related policies include the policies, inmate rules, the
3 general inmate handbook, and/or inmate forms and forms listed below;

- 4 1. Policy 1.14: Americans with Disabilities Act
- 5 2. Policy 11.02: Detention and Corrections Policy and Procedure (Intake, Transfer,
6 Release and Records): Intake Procedure
- 7 3. Policy 11.04: Detention and Corrections Policy and Procedure (Intake, Transfer,
8 Release and Records): Accepting Injured/Physically Impaired or Disabled
9 Inmates
- 10 4. Policy 12.08: Detention and Corrections Policy and Procedure (Classification):
11 Inmate Work Program
- 12 5. Policy 13.02: Inmate Medical/Health Appraisal Screening, Special Clinics,
13 Communicable Disease, Quarantines, and Terminally Ill Inmates
- 14 6. Policy 16.03: Detention and Corrections Policy and Procedure (Inmate Rights,
15 Rules, and Discipline): Inmate Grievance Procedure
- 16 7. Policy 17.03: Detention and Corrections Policy and Procedure (Inmate
17 Communication, Mail, and Visiting): Inmate Visiting
- 18 8. Policy 17.05: Detention and Corrections Policy and Procedure (Inmate
19 Communication, Mail, and Visiting): Inmate Message Requests
- 20 9. Inmate Disability Evaluation Form
- 21 10. Disability Tracking Form
- 22 11. ADA Request for Accommodation Form
- 23 12. ADA Coordinator Review Form
- 24 13. Record of Contact Form
- 25 14. Accommodations for Hearing Impaired Form
- 26 15. Intake/Receiving Screening Form
- 27 16. Hearing Impaired Inmates Services Form

28 Defendants shared copies of these documents with Plaintiffs' Counsel pursuant to a

1 confidentiality agreement; many of the documents are exempt from public disclosure for Jail
2 safety, security and general penological reasons. The Parties agree that current copies of items 4,
3 7, and 8, listed above, will be lodged with the court, in a sealed envelope labeled "Conditionally
4 Under Seal", and accompanied by a joint motion or application to file them under seal pursuant
5 Cal. Rules of Court 2.2551. Current copies of items 1 through 3, 5, 6, and 9 through 16 listed
6 above are attached as Exhibit "C".

7 Should the Settlement Period expire before the Release Period expires, for the remaining
8 time of the Release Period Defendants shall continue to provide Plaintiffs' Counsel with copies
9 of any substantial or material changes made to the disability-related policies listed above, inmate
10 rules and the general inmate handbook (only to the extent related to disability matters), and/or
11 inmate forms listed above. Plaintiffs' Counsel will have fifteen (15) days from receipt of the
12 policies, inmate rules, the general inmate handbook, and/or inmate forms to provide comments
13 regarding the changes. However, after the expiration of the Settlement Period, Plaintiffs shall
14 not have any right or option, whatsoever, of utilizing the dispute resolution process in Section IX
15 of this Settlement Agreement or seeking any related injunctive or declaratory relief claims during
16 the Release Period, consistent with Section XI (E) below. Instead, should a disagreement arise
17 after the expiration of the Settlement Period, but before the end of the Release Period, Plaintiffs
18 may request that Defendants meet and confer by giving written notice to Defendants specifying
19 the precise nature of the disagreement as to the policies and forms listed above, and Defendants
20 will meet and confer with Plaintiffs.

21 **A. Inmate Rules and General Information Handbook**

22 Defendants have updated the Inmate Rules and General Information Handbook
23 ("Handbook") to reflect certain changes in the policies noted above, the section of the Handbook
24 pertaining to disability-related needs is attached as Exhibit "D". If further changes are made to
25 the policies and procedures listed above, which substantially or materially affect inmates with
26 disabilities, Defendants will update the Handbook to reflect those changes. A copy of the
27 Handbook will be given to all inmates and accessible alternative formats of the handbook,
28 including Braille and large-print, will be made available upon request.

1 **B. Other Policy Changes**

2 Defendants will provide Plaintiffs' Counsel with copies of policies, general orders, and/or
3 declarations confirming the following policies: (1) that the Law Enforcement Receiving Area
4 counter located in the intake area of the Jail is not for inmate use and is restricted to use by Jail
5 and law enforcement personnel; (2) that in an emergency the visitor restrooms will be checked
6 within a reasonable time period to ensure visitors with hearing impairments are notified of the
7 emergency; (3) that the Chapel is a managed area and that assistance will be given to inmates
8 with mobility disabilities who need such assistance to open the entry doors to the Chapel; and (4)
9 Defendants' programmatic fix regarding access to podium in chapel.

10 **C. Installation of Video Relay Service System**

11 The County will install Video Relay Service (VRS) technology to allow for the use of at
12 least one Video Relay Service system for inmates who are deaf or hard of hearing and who rely
13 primarily on the use of American Sign Language (ASL) to communicate. Deaf and hard of
14 hearing inmates will be able to access this VRS system. Deaf and hard of hearing inmates shall
15 receive time using a VRS system equivalent to that which they would receive if they were
16 making a standard telephone call; deaf and hard of hearing inmates who rely primarily on the use
17 of ASL and whose disabilities require them to use VRS to effectively communicate will not be
18 charged more than they would be charged for using telephone service for comparable calls.. The
19 County may require inmates who use the VRS system to access a VRS call center of the
20 County's choosing. This VRS system will be installed prior to the termination of the Settlement
21 Period and shall be maintained for the duration of the Settlement Period pursuant to County rules
22 and procedures and subject to the terms and conditions of the contract with the VRS service
23 provider. Failure of the VRS system to function, due to a Force Majeure event, shall not be
24 deemed to be a breach of this Settlement Agreement.

25 **VIII. RELEASE OF CLAIMS AND SAFE HARBOR**

26 **A. Release of Claims**

27 Subject to the Court's retention of jurisdiction, Plaintiffs, in consideration of the relief set
28 forth herein, the sufficiency of which is expressly acknowledged, release and forever discharge

1 any and all claims, demands, causes of action, obligations, and liabilities for injunctive and
2 declaratory relief and damages of every kind and nature whatsoever which each had, or claims to
3 have had, or now has relating to disability access at the Jail and all rights to bring such claims
4 against the Released Parties, that were or could have been brought relating to disability access at
5 the Jail in this Lawsuit and arising at any time past or present and through the Settlement Period,
6 known or unknown, whether arising under federal, state, county, or any local law.

7 Except for all obligations required in this Settlement Agreement, Plaintiffs intend that
8 this Settlement Agreement apply to all conditions, known or unknown, that exist at the Jail
9 relating to disability access at the Jail. Therefore, except for all such obligations required in this
10 Settlement Agreement, this Settlement Agreement shall apply to and cover any and all claims for
11 injunctive relief or declaratory relief, relating to disability access at the Jail, that exist at the time
12 of the Effective Date, whether the same are known, unknown or hereafter discovered or
13 ascertained, and the provisions of Section 1542 of the California Civil Code are hereby expressly
14 waived regarding such claims. Section 1542 provides as follows:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
16 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
17 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
18 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
19 OR HER SETTLEMENT WITH THE DEBTOR.

20 Accordingly, Plaintiffs, on behalf of their respective agents, attorneys,
21 representatives, predecessors, successors, heirs, partners and assigns, release and forever
22 discharge the Released Parties and all their partners, managers, employees, joint ventures,
23 successors, heirs, assigns, directors, shareholders, subsidiaries, stockholders, parent
24 companies, officers, board members, employees, agents, attorneys, insurers, insurance
25 carriers, predecessors, and representatives, from all claims for injunctive relief or
26 declaratory relief that exist, with respect to disability access at the Jail involving physical
27 conditions and policies in effect at the Jail at the time of the Effective Date, whether or
28 not addressed in the Lawsuit.

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B. Safe Harbor

Pursuant to the terms of the Americans With Disabilities Act and implementing regulations, related California disability statutes and implementing regulations, and the Safe Harbor definition in Section II, for areas of the Jail where no alterations or modifications have occurred on or after March 15, 2012, the Parties stipulate and agree that all work to be completed at the Jail pursuant to this Settlement Agreement will be done in accordance with the standards set out in this Settlement Agreement, including certain agreed-upon accessibility improvements to pre-existing facilities where compliance with the 2010 ADA Standards is not required.

IX. DISPUTE RESOLUTION

If a Party contends there is a dispute related to and/or arising from performance of the terms of this Settlement Agreement, during the Settlement Period such dispute must be resolved as follows:

1. *Notice*: Counsel for the Party raising the dispute must provide notice to the other Party specifying in writing any perceived non-compliance by either Party.
2. *Meet and Confer*: Within forty-five (45) days after receipt of such written notice, Counsel for both Parties will meet and confer in an effort to reach a mutually satisfactory resolution of the dispute.
3. *Mediation*: If the meet and confer does not lead to a resolution of the dispute, then, within sixty (60) days after receipt of the notice, either Party may request that the Parties bring the dispute before Hon. George C. Hernandez, Jr., Superior Court Judge, Alameda County, California, or a mutually agreed upon neutral, to see if a resolution can be reached.
4. *Application for Further Relief*: If the meet-and-confer and/or the mediation do not lead to a resolution of the dispute, then, within ninety (90) days after the receipt of the notice, either Party may apply to the Court for further relief with respect to any item described in this Settlement Agreement. The Parties acknowledge that the Court retains jurisdiction to order relief as appropriate.

1 5. *Inmate Grievance Process*: The Parties understand, recognize, and agree that the inmate
2 grievance process is an important step in the operation of the Jail and the protection and
3 providing of services to inmates. Accordingly, the Parties agree that all individual ADA-
4 related inmate grievances shall first be submitted to the Defendants via the established
5 inmate grievance process as described in the policies at Section VII. Once the administrative
6 review process for an inmate grievance is exhausted, should the individual inmate contend
7 that the grievance process procedures failed to adequately address an ADA-related complaint
8 within the purview of the Settlement Agreement in this Litigation, only at that time may
9 Plaintiffs or Plaintiffs' Counsel invoke the dispute resolution process set out in this
10 Settlement Agreement in this Section IX. Nothing in this Settlement Agreement is intended
11 to preempt and/or violate any existing requirement of the Prison Litigation Reform Act
12 ("PLRA") or the Prison Rape Elimination Act ("PREA"). Additionally, nothing in this
13 Settlement Agreement is intended to interfere with the grievance process(es) and/or reporting
14 process(es) under the PLRA and/or PREA.

15 6. *Continuation of Work*: Other than the item(s) subject to the dispute resolution process, all
16 other work as set out in this Settlement Agreement shall continue as scheduled. The Parties
17 may also mutually agree that work related to the item(s) subject to the dispute resolution
18 process may continue, to the extent feasible, during the dispute resolution process.

19 **X. CONTINUING JURISDICTION OF THE COURT**

20 The Court shall retain jurisdiction over this matter for enforcement and for the purposes
21 of dispute resolution raised under Section IX that are raised during the Settlement Period. This
22 Settlement Agreement, and the Court's continuing jurisdiction, shall terminate at the end of the
23 Settlement Period. Upon the expiration of the Settlement Period, the Court shall no longer retain
24 jurisdiction over this matter, and the Parties shall (or either of them may) file a motion to vacate
25 this matter from the continuing jurisdiction of the Court at that time.

26 **XI. GENERAL PROVISIONS**

27 **A. Amendment**

28 The Parties may amend this Settlement Agreement during the Settlement Period upon

1 mutual written agreement by the Parties.

2 **B. Authority**

3 Each Party represents to all other Parties that it has full power and authority to enter into
4 this Settlement Agreement, that the execution of this Settlement Agreement will not violate any
5 other agreement binding the Party, and that this Settlement Agreement is a valid and binding
6 obligation on the Party, enforceable in accordance with its terms. The signatories to this
7 Settlement Agreement expressly warrant that they have been authorized to execute this
8 Settlement Agreement and to bind their respective Parties to its terms and provisions.

9 **C. Counterparts**

10 The Parties may execute this Settlement Agreement in counterparts, each of which
11 constitutes an original, but all of which, when taken together, constitute one and the same
12 instrument

13 **D. Entire Agreement**

14 This Settlement Agreement and exhibits constitute the entire agreement of the Parties
15 with respect to the Lawsuit. Any other agreement, promise, or statement, whether written or
16 oral, that is not written in or attached to this Settlement Agreement is unenforceable.

17 **E. Knowing Agreement**

18 Each Party acknowledges that legal counsel has represented it and that it has reviewed,
19 and has had the benefit of legal counsel's advice concerning all of the terms and conditions of
20 this Settlement Agreement. This Settlement Agreement shall be binding on all Parties, and any
21 successors in interest. The Parties have a duty to so notify all such successors in interest of the
22 existence and terms of this Settlement Agreement during the period of the Court's jurisdiction of
23 Settlement Agreement. It is the Parties' intention that this Settlement Agreement will bar
24 subsequent injunctive relief claims by Plaintiffs, if any, relating to allegations that the
25 Defendants failed to provide full and equal disabled access to the Jail through the term of the
26 Settlement Period, but in no event less than six (6) years from the Effective Date ("the Release
27 Period").

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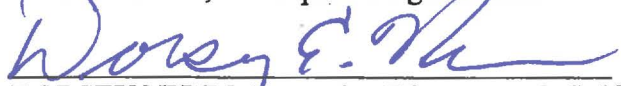
1 **XII. ATTORNEYS' FEES, MONITORING FEES AND COSTS**

2 Defendants will pay Plaintiffs' Counsel One Million One-Hundred Thousand Dollars
3 (\$1,100,000.00) in attorneys' fees, monitoring fees, and costs. Payment shall be made within
4 ninety (90) days of filing of the notice of Settlement Agreement pursuant to California Rule of
5 Court 3.1385. Such amount is inclusive of all fees and costs, though the Parties have agreed to
6 defer a determination on all other matters concerning fees and costs for enforcing the terms of
7 the Settlement Agreement through dispute resolution, without waiving any rights or objections.

8 Compliance with all applicable Federal, State, and local tax requirements will be the sole
9 responsibility of the Plaintiffs and Plaintiffs' Counsel. Any distribution, auditing, and/or sharing
10 of any fees and costs shall be the sole responsibility of the Plaintiffs and Plaintiffs' Counsel.
11 Nothing in this Settlement Agreement waives or modifies Federal, State or local law pertaining
12 to taxes, offsets, levies, and liens that may apply to money paid under this Settlement
13 Agreement, and the Plaintiffs and Plaintiffs' Counsel are executing this Settlement Agreement
14 without reliance on any representation by Defendants as to the application of any such law.

15 Dated: 3/24, 2016

LEGAL SERVICES FOR PRISONERS
WITH CHILDREN, a non-profit organization

17 By: 
18 DORSEY NUNN, Executive Director on behalf
of LSPC, Plaintiff

19 Dated: 3/24/16, 2016

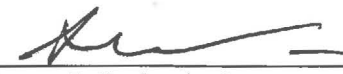

20 BARBARA MICHEL, Plaintiff

21 Dated: 3/24, 2016


22 LAURA MAGNANI, Plaintiff

23 Dated: March 24, 2016

DISABILITY RIGHTS ADVOCATES

25 By: 
26 Stuart J. Seaborn, Attorneys for Plaintiffs

27 Dated: _____, 2016

DISABILITY RIGHTS LEGAL CENTER

28 By: _____
Kara Janssen, Attorneys for Plaintiffs

1 **XII. ATTORNEYS' FEES, MONITORING FEES AND COSTS**

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13 Agreement, and the Plaintiffs and Plaintiffs' Counsel are executing this Settlement Agreement
14 without reliance on any representation by Defendants as to the application of any such law.

15 Dated: _____, 2016

LEGAL SERVICES FOR PRISONERS
WITH CHILDREN, a non-profit organization

16
17 By: _____
18 DORSEY NUNN, Executive Director on behalf
of LSPC, Plaintiff

19 Dated: _____, 2016

20 BARBARA MICHEL, Plaintiff

21 Dated: _____, 2016

22 LAURA MAGNANI, Plaintiff

23 Dated: _____, 2016

DISABILITY RIGHTS ADVOCATES

25 By: _____
Stuart J. Seaborn, Attorneys for Plaintiffs

26 Dated: March 24th, 2016

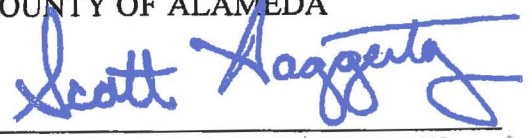
DISABILITY RIGHTS LEGAL CENTER

27 By: 
28 Kara Janssen, Attorneys for Plaintiffs

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Dated: March 30, 2016

COUNTY OF ALAMEDA



SCOTT HAGGERTY, PRESIDENT
BOARD OF SUPERVISORS

Dated: April 7, 2016


for GREGORY J. AHERN, SHERIFF

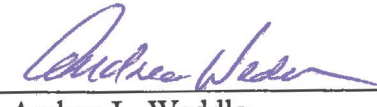
Dated: _____, 2016


PORTER SCOTT

By: _____
Stephen E. Horan
Attorneys for Defendants

Dated: March 30, 2016

DONNA R. ZIEGLER,
COUNTY COUNSEL

By: 
Andrea L. Weddle
Assistant County Counsel

By: 
L. David Nefouse
Deputy County Counsel

Attorneys for Defendants

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Dated: _____, 2016

COUNTY OF ALAMEDA


SCOTT HAGGERTY, PRESIDENT
BOARD OF SUPERVISORS

Dated: _____, 2016

GREGORY J. AHERN, SHERIFF

Dated: 3/31/16, 2016

PORTER SCOTT

By: 

Stephen E. Horan
Attorneys for Defendants

Dated: _____, 2016

DONNA R. ZIEGLER,
COUNTY COUNSEL

By: _____
Andrea L. Weddle
Assistant County Counsel

By: _____
L. David Nefouse
Deputy County Counsel

Attorneys for Defendants