

RECORDED

JAN 27 2016

CITY RECORDER

SETTLEMENT AGREEMENT

Salt Lake City Corporation and the Salt Lake City Police Chief, Christopher Burbank, in his official capacity, together with Officer Lyman Smith, Officer Nathan Wiley and Officer Alma Sweeny, in their individual capacities, (collectively "Salt Lake City Defendants") and Plaintiffs, Kevin Winston, on behalf of his minor son, K.W., Gloria Urcino, on behalf of her minor daughter Y.A., and Angelica Estrada, on behalf of her minor daughter A.P. (collectively "Plaintiffs"), by and through their attorneys, (collectively, "the Parties") enter into this agreement ("Agreement") for the purpose of resolving all disputes between them relating to the claims which were or could have been asserted in *Winston, et. al v. Salt Lake City et. al*, United States District Court, District of Utah, Case No. 2:12-cv-01134.

INTRODUCTION

1. The Parties enter into this Agreement jointly and for the purpose of avoiding further litigation. Nothing in this Agreement shall be construed as an admission of liability by the Salt Lake City Defendants.
2. This Agreement shall be binding upon all Parties hereto, by and through their officials, agents, employees, and successors. This Agreement shall become effective on recording by Salt Lake City Corporation.

TERMS

1. Salt Lake City Police Department ("SLCPD") shall not conduct any operation like the December 16, 2010 Targeted Gang Enforcement Operation or other similar activities intended solely or primarily to identify gang members or associates, at Salt Lake City School District ("SLCSD") schools.
2. School Resource Officers ("SROs") and SLCPD officers may arrest students on school property or at school-sponsored activities only when an officer has probable cause to believe that the student has been or is engaged in a crime that (1) poses a real or immediate threat of injury to an individual or the public; (2) constitutes property damage; (3) involves possession or use of drugs, alcohol, or weapons; or (4) when necessary to execute a warrant that cannot be effectively executed outside of school hours. Incidents involving public order offenses including minor disorderly conduct, disturbance, or disruption of schools or school activities, loitering, profanity, or fighting shall be considered administrative issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention.

3. SLCPD officers may conduct “Level Two” investigatory stops or detentions of students on school property or at school sponsored events only when the officer has reasonable suspicion that the student has been, is, or is about to be engaged in the commission of a crime. This provision is not intended to prohibit casual communications or conversations intended to foster relationships between law enforcement and students which are not primarily intended for the purpose of investigating criminal activity or identifying gang membership or association. This provision is not intended to prohibit a student from voluntarily speaking with law enforcement.
4. SLCPD officers will not photograph juveniles holding whiteboards identifying gang affiliation.
5. SLCPD officers shall not use race, color, ethnicity, or national origin in exercising discretion to conduct a warrantless stop or search, or to seek a warrant.
6. In any instance in which it becomes necessary for an SLCPD officer to detain, question, or search a minor student on school property or at a school sponsored activity, the SLCPD officer will make reasonable efforts to ensure that an adult guardian or school administrator is present at all times, except in the case of exigent circumstances.
7. SLCPD shall make reasonable efforts to notify an adult guardian as soon as possible after a student is arrested on school property or at a school sponsored event and in all cases within 24 hours.
8. SLCPD shall amend its street check form in the following manner:
 - a. Replace statement that subject has been identified as a gang member with “suspected” as a gang member or associate. Add separate fields for suspected members and suspected associates.
 - b. Instruct that the box for self-proclamation shall only be checked where the subject has affirmatively stated current membership in a particular gang and shall not be inferred from other categories of information including tattoos or manner of dress.
 - c. Require identification of the purpose for the stop, (including, but not limited to, reasonable suspicion, probable cause, or consent) and a narrative description of the basis for the stop and the identification.
9. SLCPD shall provide annual in-person training for its SROs covering implicit bias, adolescent development and techniques for working with youth, SRO responsibilities under the Fourteenth Amendment, the problems of disproportionate minority impact, and respect for privacy and reduction of stigma.

10. SLCPD agrees to expunge any and all records identifying Plaintiffs as identified or suspected gang members or associates stemming from the December 16, 2010 Targeted Gang Enforcement Operation at West High School.
11. SLCPD shall provide Plaintiffs' counsel with copies of all documents required to be developed or revised pursuant to the terms of this Agreement upon their revision or creation.
12. SLCPD shall provide Plaintiffs's counsel with a schedule of trainings conducted pursuant to Paragraph 9 above, and with materials used in trainings for a two year period from the date of this Agreement.
13. Salt Lake City Corporation shall pay the amount of \$30,000.00 ("Settlement Sum") in the form of a check made payable to the ACLU of Utah Foundation, Inc. Payment shall be delivered within thirty (30) days of the signing of this agreement.
14. In consideration of the promises, undertakings, and Settlement Sum set forth above, the Plaintiffs, including Kevin Winston, Gloria Urcino, and Angelica Estrata, for themselves, their heirs, executors, administrators, successors, personal representatives and assigns hereby release, acquit and forever discharge the Salt Lake City Defendants and their employees, agents, servants, and administrators from any and all claims, demands, actions, or liabilities of any kind, known or unknown, now or hereafter arising in connection with, or in any way relating to, the December 16, 2010 operation at West High School or the allegations made in *Winston, et. al v. Salt Lake City et. al*, United States District Court, District of Utah, Case No. 2:12-cv-01134.
15. Although Kaleb Winston, Yesenia Arcia, and April Perez were minors when this action was initiated, they have since reached the age of majority and are signatories to this agreement. In consideration for the promises, undertakings, and Settlement Sum set forth above, Kaleb Winston, Yesenia Arcia, and April Perez, for themselves, their heirs, executors, administrators, successors, personal representatives and assigns hereby release, acquit and forever discharge the Salt Lake City Defendants and their employees, agents, servants, and administrators from any and all claims, demands, actions, or liabilities of any kind, known or unknown, now or hereafter arising in connection with, or in any way relating to, the December 16, 2010 operation at West High School or the allegations made in *Winston, et. al v. Salt Lake City et. al*, United States District Court, District of Utah, Case No. 2:12-cv-01134.

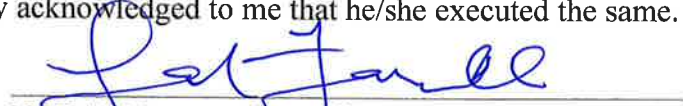
16. The Plaintiffs and Kaleb Winston, Yesenia Arcia, and April Perez acknowledge that this Agreement is intended to resolve any and all claims arising from the December 16, 2010 operation at West High School or the allegations in the lawsuit and includes the lawsuit, all existing and future injury or damage claims or causes of action, known or unknown, including equitable claims, actual damages, pecuniary losses, mental anguish, medical expenses, incidental costs, out-of-pocket expenses, interest, emotional trauma, attorneys' fees, costs of court, and any and all other damages, expenses, or claims that were asserted or could have been asserted by them.
17. Upon receipt of payment, the Parties shall prepare and file a joint motion to dismiss with prejudice all claims against Salt Lake City Defendants asserted in *Winston, et. al v. Salt Lake City et. al*, United States District Court, District of Utah, Case No. 2:12-cv-01134, with each party to bear its own costs and attorneys' fees.
18. This Agreement is executed without reliance upon any statement, representation, promise, inducement, understanding, or agreement by, or on behalf of, any representative, agent, servant, employee, attorney, or other person employed by any of the parties, other than the promises and agreements recited in this Agreement.
19. This Agreement is to be construed pursuant to the laws of the State of Utah.
20. The provisions of this Agreement embody and reflect the entire understanding of the Parties and there are no representations, warranties or undertakings other than those expressed and set forth in this Agreement. The provisions of this Agreement shall not be modified or amended in any way except by writing signed by all parties.
21. Each party signing this Agreement and each party on whose behalf each party signs this Agreement warrants that he or it is duly authorized to enter into and execute this Agreement.
22. The Plaintiffs and Kaleb Winston, Yesenia Arcia, and April Perez represent, acknowledge, and expressly agree that they have (i) consulted with an attorney regarding the terms of this Agreement and whether to enter into it or (ii) made an informed conscious decision to proceed without an attorney. The Plaintiffs and Kaleb Winston, Yesenia Arcia, and April Perez affirmatively represent that they understand all terms of the Agreement and that they sign it of their own free will.
23. If any term or provision of this Agreement shall be held invalid or unenforceable, the remaining terms and conditions of the Agreement shall not be affected thereby, but each such term and provision shall be valid and enforced to the fullest extent permitted by law.

24. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: Plaintiffs represent that they have not: (1) provided an illegal gift or payoff to a Salt Lake City Corporation (the “City”) officer or employee or former City officer or employee, or his or his relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that he will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

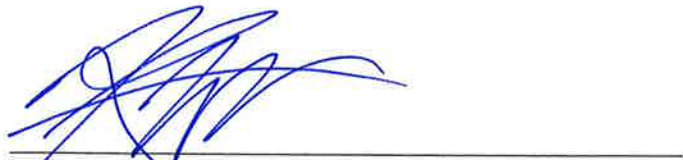

Kevin Winston
Plaintiff

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 23rd day of January, 2016, personally appeared before me Kevin Winston the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

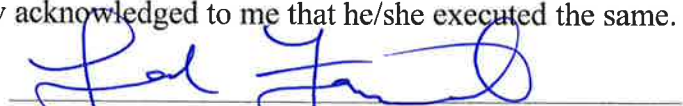

NOTARY PUBLIC, residing in
Salt Lake County, Utah




Kaleb Winston
Plaintiff

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 23rd day of January, 2016, personally appeared before me Kaleb Winston the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.


NOTARY PUBLIC, residing in
Salt Lake County, Utah

Gloria Urcino

Gloria Urcino
Plaintiff

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 22nd day of January, 2016, personally appeared before me Gloria Urcino, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Leah Farrell

NOTARY PUBLIC, residing in
Salt Lake County, Utah



Yesenia Arcia

Yesenia Arcia
Plaintiff

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 22nd day of January, 2016, personally appeared before me Yesenia Arcia the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Leah Farrell


NOTARY PUBLIC, residing in
Salt Lake County, Utah



Angelica Estrada
Plaintiff

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 23rd day of January, 2016, personally appeared before me Angelica Estrada the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.



NOTARY PUBLIC, residing in
Salt Lake County, Utah

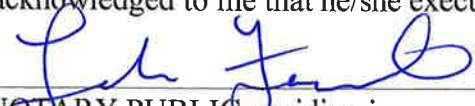




April Perez
Plaintiff

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 23rd day of January, 2016, personally appeared before me April Perez the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.



NOTARY PUBLIC, residing in
Salt Lake County, Utah

SALT LAKE CITY CORPORATION


By: MICHAEL BROWN
Its: Interim Chief of Police

ATTEST AND COUNTERSIGN:


CITY RECORDER

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JAN 27 2016
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APPROVED AS TO FORM:


Mark Kittrell
Attorney for Salt Lake City Defendants



APPROVED AS TO FORM:


John Mejia
Attorney for Plaintiffs