

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement and release (“Agreement”) is made by and between Plaintiff Gabriel Gomez Maciel (“Gomez”) and Defendants City of Spokane (“the City”) and Mylissa Coleman (“Coleman”), collectively referred to as the “Parties.” The Parties desire to settle and resolve the matter of *Gomez Maciel v. City of Spokane, et al.*, United States District Court for the Eastern District of Washington Cause No. 2:17-cv-00292, and therefore agree as follows:

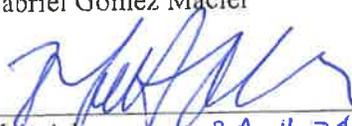
1. **Settlement Agreement.** The Parties agree to the terms provided herein as a complete resolution of the matter before the United States District Court for the Eastern District of Washington Cause No. 2:17-cv-00292 (“the Lawsuit”). Within seven (7) days of the City’s completion of all obligations outlined under Paragraph 5, *infra*, a Stipulation of Dismissal shall be filed with the Court by Plaintiff.
2. **Release.** Gomez specifically acknowledges and accepts the City’s undertakings in this Agreement as full settlement of any and all claims against the City or its employees or Coleman, known or unknown, arising out of or related to the traffic collision on August 24, 2014 between Gomez and non-party Steven McKinney (Spokane Police Department case no. 14-283441), including but not limited to the claims that were asserted, or could have been asserted in the Lawsuit based on the facts alleged in the complaint. Except for obligations arising under this Agreement, this Agreement releases Coleman and the City—including the City’s elected officials, councilmembers, officers, directors, employees, agents, and insurers, and anyone else against whom Gomez could assert a claim based on the facts alleged in his complaint—from any further liability to Gomez in connection with such claims. This release does not cover any claims Gomez may make against others involved in the incident.
3. **Desired Resolution; No Admission of Liability.** The Parties enter into this Agreement to resolve all disputes Gomez has or could have asserted through the date that he signs this Agreement that relate in any way to the City, Coleman, or the other parties identified in Paragraph 2, *supra*. The Parties agree and understand that this Agreement is a compromise of disputed claims and shall not in any way be construed as an admission that any Party has acted wrongfully with respect to the other, which is expressly denied.
4. **Settlement Payment.** Within seven (7) days of the City’s completion of all obligations outlined under Paragraph 5, *infra*, the City agrees to deliver to counsel for Gomez a check in the amount of forty-nine thousand dollars (\$49,000.00), payable to the Northwest Immigrant Rights Project. From this total amount, thirty thousand dollars (\$30,000.00) will be paid to Gomez as general damages, in full and complete satisfaction of any and all claims for damages, compensation, and costs as set forth in Paragraph 2 above. The remaining nineteen thousand dollars (\$19,000.00) will be received by counsel for Gomez as attorneys’ fees, in full and complete satisfaction of any and all claims that attorneys for Gomez may have concerning their representation of Gomez in this action, including claims for costs, expenses, and other fees. The City shall deliver the check by mail to counsel for Gomez, at the following address:

Matt Adams
Northwest Immigrant Rights Project
615 Second Avenue, Suite 400
Seattle, Washington 98144

5. **Additional Obligations.** As additional consideration, the City agrees to take the following actions:
- a. The City will adopt the attached revisions to Spokane Police Department policies 402, 422, and 428 ("Appendix A") within thirty (30) days after the Court approves this Agreement.
 - b. The City will provide counsel for Gomez with a copy of its revised Spokane Police Department Policy Manual within thirty (30) days after the Court approves this Agreement.
 - c. The City will provide counsel for Gomez with a copy of any training materials, protocols, and curriculum related to the policy change within 45 days after the Court approves this Agreement.
 - d. The City will provide field in-service training to all commissioned employees of the Spokane Police Department using the training materials which were provided to Gomez within sixty (60) days of adopting the revised Spokane Police Department Policy Manual as specified in Paragraph 4(a). Within fourteen (14) days of completing the training, the City will provide a certification to counsel for Gomez confirming that such training has been provided to all employees of the Spokane Police Department.
6. **Tax and other Financial Liability.** Gomez agrees that the City makes no representation as to any tax consequences arising from the above payment. Moreover, Gomez understands and agrees that any tax consequences or other financial liability arising from the settlement payment shall be his sole responsibility. Gomez further agrees to indemnify and hold the City, Coleman, and the other parties identified in Paragraph 2, *supra*, harmless from any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the Settlement Payment paid to Gomez under this Settlement Agreement.
7. **Authority to Enter Agreement.** Gomez represents and warrants that, as of the date of this Agreement, he is the true party in interest, that he is fully authorized to execute this Agreement, and that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any rights surrendered by virtue of this Agreement.
8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any heirs, legal representatives, successors, and assigns of the Parties.
9. **Applicability of Washington Public Records Act.** The Parties jointly acknowledge this Agreement may be subject to disclosure under Washington's Public Records Act, RCW Ch. 42.56.
10. **Non-Disparagement.** The Parties hereto further agree and understand that it is the intent of this Agreement that the Parties do not disparage any other Party either directly or indirectly, or through other persons, as it relates to the subject matter of this Agreement.

11. **Governing Law and Jurisdiction.** This Agreement is governed by the laws of the United States. The parties understand and agree that the United States District Court for the Eastern District of Washington ("the Court") will maintain jurisdiction of this Lawsuit throughout the duration of this Agreement to enforce its terms.
12. **Dispute Resolution.** The Parties understand and agree that any of the Parties may seek to enforce the Agreement. In the event of any disputes to enforce or interpret the terms of this Agreement, or any portion thereof, the Parties shall, if appropriate, first meet and confer in good faith in order to attempt to resolve the disagreement. If the Parties are not able to resolve the matter by meeting and conferring, they may proceed to request the Court's involvement and enforcement.
13. **Entire Agreement.** This Agreement (a) contains the entire understanding of the Parties with respect to the subject matter covered; (b) supersedes all prior and contemporaneous understandings; and (c) may only be amended in a written instrument signed by the Parties.
14. **Knowing and Voluntary Waiver.** Gomez acknowledges that he has been advised to consult with an attorney, and has had an opportunity to do so, before signing the Agreement, which Gomez has been given a reasonable period of time to consider.
15. **Counterparts.** This Agreement may be executed by the Parties via facsimile transmission or in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

Gabriel Gomez Maciel



Matt Adams, WSBA # 26287
Legal Director
Northwest Immigrant Rights Project

David Condon
Mayor, on behalf of City of Spokane

Attest: _____
City Clerk

Approved as to form:



Assistant City Attorney
Nathaniel Dale, WSBA # 39602

APPENDIX A

NWIRP/ACLU-WA Suggested Revisions to Spokane Police Department Policy Manual

Policy 402 Bias-Based Policing

402.2 POLICY

The Spokane Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly and without discrimination toward any individual or group.

Race, sex (including pregnancy, gender identity, and sexual orientation), age (40 or older), religion, creed, color, national origin, ancestry, disability, marital status, familial status, genetic information, veteran or military status shall not be used as the basis for providing differing levels of law enforcement service or the enforcement of the law.

402.3 RACIAL- OR BIAS-BASED PROFILING PROHIBITED

Racial- or bias-based profiling is strictly prohibited. Race alone is not enough to establish reasonable suspicion or probable cause. However, nothing in this policy is intended to prohibit an officer from considering factors such as race or ethnicity in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., suspect description is limited to a specific race or group).

402.8 TRAINING

Each member of this department will be required to complete an approved refresher training course every five years, or sooner if deemed necessary, in order to keep current with changing community trends (RCW 43.101.410(c)).

Policy 422 Arrest or Detention of Foreign Nationals

422.7 FOREIGN NATIONALS WHO DO NOT CLAIM IMMUNITY

These policies and procedures apply to foreign nationals who do not claim diplomatic or consular immunity.

Officers shall arrest foreign nationals only under the following circumstances:

- (a) There is a valid judicial warrant issued for the person's arrest.
- (b) There is probable cause to believe that the foreign national has violated a federal criminal law, a state law, or a local ordinance.

Officers are committed to providing service and enforcing laws in a fair and equitable manner. Officers do not rely solely on race, ethnicity, national origin or immigration status as a basis for probable cause or reasonable suspicion or as a motivating factor in making law enforcement decisions.

Officers shall not contact, question, delay, detain or arrest an individual because s/he is suspected of violating immigration laws.

Requesting adequate identification as part of a criminal investigation is necessary and appropriate. However, officers should not:

(a) Request specific documents relating to someone's immigration status such as a passport, alien registration card, or "green card," unless the officers are conducting a criminal investigation where the civil immigration status is relevant to the crime under investigation. When a person fails to produce a driver's license or identity card upon request as required by state law, it is not a violation of this policy for an officer to inquire whether the person has any other form of identification, such as a passport.

Officers shall not use stops for minor offenses, the provision of assistance during traffic accidents, or requests for voluntary information as a pretext for discovering a person's immigration status.

International treaty obligations provide for notification of foreign governments when foreign nationals are arrested or otherwise detained in the U.S.

Whenever an officer arrests and incarcerates a foreign national or detains a foreign national for investigation for over two hours, the officer shall promptly advise the individual that he/she is entitled to have his/her government notified of the arrest or detention. If the individual wants his/her government notified, the officer shall begin the notification process.

422.7.1 ARREST PROCEDURE

This procedure applies to detentions of more than two hours. Whenever an officer physically arrests or detains an individual for criminal investigation and the officer reasonably believes the person to be a foreign national, the officer shall inquire to determine the person's citizenship.

If the individual claims citizenship of one of the countries for which notification of the consulate/embassy is mandatory, officers shall provide Combined Communications Center with the information below as soon as practicable, regardless of whether the individual desires that the embassy/consulate be notified. This procedure is critical because of treaty obligations with the particular countries. The list of countries and jurisdictions that require notification can be found on the U.S. Department of State website.

Officers shall provide Combined Communications Center with the following information concerning the individual:

- Country of citizenship.
- Full name of individual, including paternal and maternal surname if used.
- Date of birth or age.
- Current residence.
- Time, date, place, location of incarceration/detention, and the 24-hour telephone number of the place of detention if different from the Department itself.

Policy 428 Immigration Violations

428.1 PURPOSE AND SCOPE

All individuals, regardless of their immigration status, must feel secure that contacting law enforcement will not make them vulnerable to deportation. Officers shall not contact, question, delay, detain or arrest an individual because s/he is suspected of violating immigration laws. Officers should not attempt to determine the immigration status of crime victims and witnesses or take enforcement action against them due to that immigration status. Undocumented presence, in and of itself, is not a criminal violation.

Nothing in this policy is intended to restrict officers from exchanging legitimate law enforcement information with any other federal, state, or local government entity (Title 8 U.S.C. § 1373 and 8 U.S.C. § 1644).

The immigration status of individuals is generally not a matter for police action. It is incumbent upon all employees of this department to make a personal commitment to equal enforcement of the law and equal service to the public regardless of immigration status. Confidence in this commitment will increase the effectiveness of the Department in protecting and serving the entire community.

428.2 DEPARTMENT POLICY

DHS has primary jurisdiction for enforcement of the provisions of Title 8, United States Code (U.S.C.) dealing with illegal entry. When assisting DHS at its specific request, or when suspected criminal violations are discovered as a result of inquiry or investigation based on probable cause originating from activities other than the isolated violations of Title 8, U.S.C., §§ 1304, 1324, 1325 and 1326, this department may assist in the enforcement of federal immigration laws.

However, a request from DHS does not provide legal basis to stop or detain an individual, or to prolong the detention of an individual. Officers must have an independent legal basis to stop or detain any individual. It is the policy of this department that we do not ask about immigration status unless it is directly related to the crime being investigated.

428.3 PROCEDURES FOR IMMIGRATION COMPLAINTS

Persons wishing to report immigration violations should be referred to the local office of the U.S. Immigration and Customs Enforcement (ICE). SPD staff should not call ICE on their behalf. The Employer Sanction Unit of ICE has primary jurisdiction for enforcement of such immigration violations, under Title 8, U.S.C.

428.3.1 BASIS FOR CONTACT

Unless immigration status is relevant to another criminal offense or investigation (e.g., harboring, smuggling, terrorism), the fact that an individual is suspected of being an undocumented alien shall not be the basis for contact, detention or arrest.

428.3.2 SWEEPS

The Spokane Police Department does not independently conduct sweeps or other concentrated efforts to detain suspected undocumented aliens.

When enforcement efforts are increased in a particular area, equal consideration should be given to all suspected violations and not just those affecting a particular race, sex (including pregnancy, gender identity, and sexual orientation), age (40 or older), religion, creed, color, national origin, ancestry, disability, marital status, familial status, genetic information, veteran or military status.

The disposition of each contact (e.g., warning, citation, arrest), while discretionary in each case, should not be affected by such factors as race, sex (including pregnancy, gender identity, and sexual orientation), age (40 or older), religion, creed, color, national origin, ancestry, disability, marital status, familial status, genetic information, veteran or military status.

428.3.3 DEPARTMENT OF HOMELAND SECURITY (“DHS”) REQUEST FOR ASSISTANCE

If a specific request is made by DHS or any other federal agency, this department will provide available support services, such as traffic control or peacekeeping efforts, during the federal operation.

Members of this department should not participate in such federal operations as part of any detention team unless it is in direct response to a request for assistance on a temporary basis or for officer safety. Any detention by a member of this department should be based upon the reasonable belief that an individual is involved in criminal activity.

428.4 U-VISA/T-VISA NONIMMIGRANT STATUS

Under certain circumstances, federal law allows temporary immigration benefits to victims and witnesses of certain qualifying crimes (8 USC § 1101(a)(15)(U and T)). A declaration/certification for a U-Visa/T-Visa from the U.S. Citizenship and Immigration Services must be completed on the appropriate U.S. Department of Homeland Security (DHS) Form I-918B or I-914B by law enforcement and must include information on how the individual can assist in a criminal investigation or prosecution in order for a U-Visa/T-Visa to be issued.

(a) Review the instructions for completing the declaration/certification if necessary. Instructions for completing Forms I-918B/I-914B can be found on the U.S. DHS web site at <http://www.uscis.gov/portal/site/uscis>.