

SETTLEMENT AGREEMENT

Youth Forward v. County of Sacramento, et al.,
Superior Court of the State of California in and for the County of Sacramento,
Case No.: 34-2022-80003909

This Settlement Agreement (“Agreement”) is entered into by the following parties: Plaintiff Youth Forward (“Youth Forward”), and the County of Sacramento, a political subdivision of the State of California as defendant in the lawsuit titled *Youth Forward v. County of Sacramento, et al.*, currently pending in the Superior Court of the State of California in and for the County of Sacramento, Case No.: 34-2022-80003909, (“Action”). In addition to the County of Sacramento, Youth Forward has named as defendants in this lawsuit the Sacramento County Juvenile Justice Coordinating Council (“JJCC”), the Sacramento County Realignment Subcommittee (“Realignment Subcommittee”), and Marlon Yarber in his official capacity as Chief Probation Officer of the County of Sacramento. Collectively, the County and all remaining named defendants are referred to herein as the “County.”

I.

RECITALS

A. Youth Forward and the County, collectively the “Parties,” are parties to the Action currently pending in Sacramento County Superior Court.

B. In the Action, Youth Forward alleged that the County violated the Ralph M. Brown Act (“Brown Act”) with respect to meetings by both the JJCC and the Realignment Subcommittee and filed a complaint declaratory and injunctive relief.

C. The Parties now wish to settle the Action and all disputes arising therein as among them, in order to avoid the cost, difficulty, and uncertainty associated with further litigation.

D. The Parties have negotiated in good faith and have agreed on the terms set forth in this Agreement in order to resolve this case short of trial.

II.

AGREEMENT

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Effective Date of Agreement: The Effective Date of this Agreement shall be the date of final execution of this Agreement by all the Parties. The Parties expressly recognize that by suing defendant Marlon Yarber in his official capacity as an officer of the County of Sacramento, the County of Sacramento is the real party in interest in the lawsuit and an appropriate party to this Agreement. The Parties agree that the County shall ensure compliance

with this Agreement by all of its employees, officers and officials and is therefore the proper party to execute this Agreement on behalf of all named defendants in the Action. This Agreement shall not be effective until signed by the authorized representative of Youth Forward and approved by the County Administrative Officer pursuant to his delegated authority from the Board of Supervisors.

2. Obligations of the County:

In consideration of the covenants and performances required by this Agreement, the County agrees as follows:

a. The Sacramento County JJCC and the Sacramento County Realignment Subcommittee will conduct all future business through open and public meetings, consistent with the Brown Act, codified at Government Code § 54950 *et seq.*

b. Notwithstanding the requirements set out in the Brown Act, the JJCC and the Realignment Subcommittee agree to do the following:

- i. Hold open and public meetings that are accessible to members of the public;
- ii. Post an agenda 72 hours before each meeting in a location that is freely accessible to members of the public and on Sacramento County's Internet Web site, with the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, with the exception of items that may be added to the agenda under Brown Act provisions governing urgent or emergency matters;
- iii. Ensure that every agenda for regular meetings provides an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the body's consideration of the item, or of any that is within the subject matter jurisdiction of the body;
- iv. Publicly report any action taken;
- v. Take action only by a vote of the members, and publicly report the vote or abstention of each member present for the action;
- vi. For any teleconference meeting, take all votes by rollcall;
- vii. Make available to the public and post on the Sacramento County JJCC website any materials distributed to the legislative body or a majority of the members of the legislative body, including meeting agendas, meeting minutes, documents, and reports.

c. In addition, the JJCC and the Realignment Subcommittee agree to do the following:

- i. Post all agendas, minutes, recordings, and meeting documents online at the website maintained by the Sacramento County Probation Department; and
- ii. Provide a video and teleconference option to allow members of the public to remotely access all meetings of the JJCC and the Realignment Subcommittee.

d. Outside of a meeting conducted pursuant to the Brown Act, a majority of the members of either the JJCC or the Realignment Subcommittee will not use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the body

e. Sacramento County, in order to avoid unnecessary litigation and without admitting any violation of the Brown Act, hereby unconditionally commits that the JJCC and the Realignment Subcommittee will cease, desist from, and not repeat the challenged past action as described in the complaint filed in the above titled action. The JJCC and the Realignment Subcommittee, at their next publicly noticed meeting following the execution of this agreement, will issue unconditional commitments to abide by the Brown Act, as described in Government Code section 54960.2, subdivision (c).

f. For as long as the County is required by law to maintain or does maintain the JJCC and/or the Realignment Subcommittee, the County agrees that the JJCC and Realignment Subcommittee will abide by the Unconditional Commitments to cease and desist the alleged Brown Act violations, made in this Agreement and in the letters of unconditional commitment to be issued by the JJCC and Realignment Subcommittee pursuant to Government Code section 54960.2, subdivision (c). Further, the County waives its statutory right to rescind these commitments. However, in the event that meeting procedures different than those agreed to in this Agreement are created or changed by California law, the County will follow procedures as required by California law and will continue to follow the terms of this Agreement and the Unconditional Commitment letter to the extent that they do not conflict with California law

g. The Parties acknowledge the Realignment Subcommittee currently consists of four community members, as defined under Welfare and Institutions Code section 1995(b), and seven government agency representatives. The County will maintain no fewer than four positions for community members on the Realignment Subcommittee. The County agrees to exercise good faith efforts to keep the four positions filled by community members, but the Parties acknowledge that it may not be possible at all times to keep all four community positions filled. If the number of government entity representatives in the Realignment Subcommittee is increased, the number of community member seats must be increased by the same number of seats. The County further agrees to consult community members regarding their availability to attend meetings and to make efforts to schedule meetings for days and times when community members are available to attend.

h. Any decisions with respect to the membership of the Realignment Subcommittee, including the addition or subtraction of seats, or the selection or removal of individual members, will be done through a vote by the JJCC, at a publicly noticed and agendized meeting of the JJCC.

i. The Realignment Subcommittee shall at a publicly noticed and agendized meeting make a determination annually, commencing no later than January of 2023, whether circumstances warrant a review, reconsideration, or supplementation of any part of Sacramento County's Realignment Plan. If the Realignment Subcommittee determines that any portions of the Realignment Plan require review, reconsideration, or supplementation the Realignment Subcommittee will conduct further proceedings, including a vote whether to approve a revised plan. In addition, and notwithstanding any other provision in this Agreement and in compliance with the provisions of the California Juvenile Justice Realignment Act, the Realignment Subcommittee shall review the Realignment Plan every three years for review, reconsideration or modification. Following approval of the Realignment Plan by the Realignment Subcommittee, the Plan will be forwarded to the JJCC, which shall determine whether to accept any changes or modifications approved by the Realignment Subcommittee under either procedure described in this subsection.

3. Enforcement and Meet and Confer Process:

a. The terms of this Agreement may be enforced by Youth Forward or by any person who is a member of the Realignment Subcommittee or the JJCC at the time of any alleged violation.

b. Enforcement may be by action in court and does not require exhaustion of administrative remedies provided in the Brown Act. However, the Parties shall meet and attempt to resolve any alleged violations as set forth in this section Number 3, prior to any such enforcement action being initiated.

c. If Youth Forward or a member of the Realignment Subcommittee or JJCC entitled to enforce this Agreement believes any provision of this Agreement has been violated, said party or person will provide written notice to the Sacramento County Chief of Probation and the Sacramento County Counsel specifically stating the facts constituting the alleged violation(s). Said notice shall be sent by regular or registered mail, or similar carrier to:

Chief Probation Officer
Sacramento County Probation Department
8745 Folsom Boulevard
Sacramento, CA 95826

Attn: County Counsel
County of Sacramento, Office of the County Counsel

700 H Street, Suite 2650
Sacramento, CA 95814

Notification in writing by email shall be sufficient if receipt is acknowledged by reply email by the recipient. For purposes of all time deadlines described in this section, the date of receipt shall be the earlier of the date of the confirmation of receipt or 3 days after the date of mailing.

d. Within 14 days of receipt of said notice of alleged violation, the County shall provide a written response. If an adequate response by the County requires additional time, this deadline can be increased by agreement between the County and Youth Forward or the Subcommittee or JJCC member.

e. If the response of the County does not resolve the alleged violation, Youth Forward or the Subcommittee or JJCC member shall request, utilizing the notice methods described in subsection 3.c., a meeting between the parties either in person or telephonically to discuss resolution of the matter. Said meeting shall occur as soon as practical but in no case longer than 14 days from the receipt of the request by the County.

f. If, following the meeting and such further meetings or communication to which the parties consent, the parties agree to a resolution of the alleged violation, said agreement will be reduced to writing signed by both parties. If, following the meeting and such further meetings or communication to which the parties consent, the parties cannot agree to a resolution of the alleged violation, the offended party shall notify the other party and may proceed with other available enforcement actions. Notwithstanding any provision of this Agreement, if the resolution agreed to by the parties during the process outlined in this subsection requires the official action of the Sacramento County Board of Supervisors, the JJCC or the Realignment Subcommittee, no enforcement action may be commenced until after the proposed resolution has been submitted to said body for consideration at the next regularly scheduled meeting of said body which occurs at least 10 business days after the parties reach a resolution. If, however, the matter is not submitted to the Sacramento County Board of Supervisors or other said body by that meeting an enforcement action may also be initiated after that meeting.

4. Dismissal of the Action: Within 15 days of receiving payment and copies of the executed letters of unconditional commitment, Youth Forward will cause a request for dismissal with prejudice to be filed in the Action, dismissing all claims and causes of action alleged in its complaint, and terminating the Action. The County anticipates executing the letters no later than December 15, 2022. The parties agree to cooperate on any extensions of deadlines or communications to the Court concerning this settlement as may be reasonably necessary to effectuate this Agreement and the dismissal of the Action as provided in this Section.

5. Costs and Attorney's Fees: Within 30 days of the full execution of this Agreement, the County shall issue payment to counsel for Youth Forward as follows: the amount

of Nine Thousand Five Hundred Dollars (\$9,500.00) to Youth Law Center, representing attorney's fees, and the amount of Nine Hundred Five Dollars and Twenty-Nine Cents (\$905.29) to Baker McKenzie LLP, representing the costs incurred in filing the Action. With the exception of said payment, the Parties agree to each bear their own costs and attorney's fees in this Action and no additional payment of any kind to or from any party is required by any term of this Agreement.

6. Public Statements: Neither Party will make any public statement or announcement or cause any third party to make a public statement or announcement, about this Agreement until it is fully executed, which the Parties estimate will be the end of the business day on November 14, 2022.

7. No Admission of Liability: This Agreement does not constitute, nor shall it be construed as, an admission or concession by any of the Parties for any purpose. By executing this Agreement, no Party admits liability or concedes any factual or legal allegation, claim, or contention asserted by any other Party in the Action.

8. Release of Claims:

a. General Release: Except for the obligations that are expressly set forth in this Agreement, Youth Forward shall and hereby does release, compromise and forever discharge the County, its past or current board members, officers, employees, contractors, agents, successors and assigns, and all of them, as well as any and all persons acting or allegedly acting by, under, through or in concert with any of them (hereinafter "Released Parties"), against any and all claims, damages, actions, causes of action, liabilities, judgments, liens, contracts, agreements, rights, debts, suits, obligations, promises, acts, costs and expenses (including, but not limited to, attorneys' fees), damages and charges of whatsoever nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, or ever filed or prosecuted (hereinafter, collectively referred to as "Claims") which Youth Forward may now have, or claims to have, or any time heretofore had, or claimed to have had, against the Released Parties as a result of things undertaken, said, stated, done or admitted to be done up to and including the Effective Date of this Agreement that relate in any way or manner to the matters alleged in Youth Forward's complaint in the Action.

b. Waiver of Unknown and Unanticipated Claims: It is understood and agreed that the releases as referred to herein are full and final releases by Youth Forward of the Released Parties, and that such full and final releases include, without limitation, all unknown and unanticipated claims, injuries, debts, or damages, as well as those now known or disclosed relate in any way or manner to the matters alleged in Youth Forward's complaint in the Action. With respect to any claims by Youth Forward against the Released Parties, Youth Forward expressly waives the provisions of California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her must have materially affected his or her settlement with the debtor or released party.”

In that connection, the Parties hereto, and each of them, understand and acknowledge that one or more of the Claims may include losses sustained by Youth Forward on account of the Released Parties that are presently unknown or unsuspected, and that such losses as were sustained may give rise to additional losses and expenses in the future which are not now anticipated. Nevertheless, Youth Forward acknowledges that this release has been negotiated and agreed upon, and that in consideration for the rights and benefits under this Agreement, Youth Forward intends and hereby does release, acquit and forever discharge the Released Parties as set forth in Section 8.a of this Agreement, above.

c. No Waiver with Respect to Future Violations: Youth Forward does not through this release waive rights under the Brown Act or any other law to enforcement with respect to alleged future and different violations of the Brown Act or any other law by the County, JJCC, or the Realignment Subcommittee that are not subject to the terms of this Agreement.

9. Construction: This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. The Parties agree that this Agreement shall be construed and interpreted without regard to the identity of the party drafting this Agreement, as though all Parties hereto participated equally in the drafting of this Agreement.

10. Advice of Counsel: The Parties represent that they know and understand the contents of this Agreement, and that this Agreement has been executed voluntarily. The Parties each further represent that they have had an opportunity to consult with an attorney of their choosing and that they have been fully advised by the attorney with respect to their rights and obligations under this Agreement. The Parties acknowledge that they have executed this Agreement after independent investigation and without fraud, duress or undue influence.

11. Entire Agreement: No promise, inducement, understanding, or agreement not expressly stated herein has been made by or on behalf of the Parties, and this Agreement contains the entire agreement of the Parties related to the subject matter of this Agreement.

12. Amendments in Writing: This Agreement may not be altered, amended, modified, or changed in any way except by a writing duly executed by all Parties hereto.

13. Choice of Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California. If any party to this Agreement brings a lawsuit to enforce or interpret this Agreement, the lawsuit shall be filed in the County of Sacramento, California.

14. Execution of Agreement: This Agreement may be executed in duplicate copies, each of which is deemed an original and each Party shall receive a fully executed version. The Parties agree that either fully executed version is an original and may be entered into evidence to prove the terms of this Agreement or for any other lawful purpose.

15. Severability: If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given full force and effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

16. Representation and Warranties of Authority: Each Party to this Agreement has the authority to execute this Agreement, and this Agreement as so executed will be binding upon each Party and upon its agents, employees, attorneys, affiliates, representatives, heirs, executors, conservators, successors, assigns, and those who they represent or whose rights they seek to protect in this Action. Each person signing this Agreement represents and warrants that they have the authority to sign and execute this Agreement on behalf of the Party for which they sign.

This Agreement consists of Recitals A – D and Paragraphs 1 – 16.

DATED: 13 December 2022 | 13:54:20 PST

DocuSigned by:
YOUTH FORWARD

By Jim Keddy
837EA9F1B7D249E...

Jim Keddy
Executive Director
Youth Forward

DATED: 11/10/2022

DocuSigned by:
COUNTY OF SACRAMENTO

By David Villanueva
DF677889D344455...

David Villanueva
Deputy County Executive
County Of Sacramento

DATED: 11-14-22

Approved at to Form

By Rick Heyer
Supervising Deputy County Counsel
County of Sacramento

SETTLEMENT AGREEMENT – Addendum A

Youth Forward v. County of Sacramento, et al.,

Superior Court of the State of California in and for the County of Sacramento,

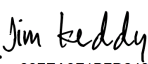
Case No.: 34-2022-80003909

Youth Forward and the County of Sacramento agree that, based on their discussions and agreements, paragraph 2.c.ii. should be replaced with the following:

“Provide a video conferencing option, or a teleconference option if video is unavailable, to allow members of the public to remotely access all meetings of the JJCC and the Realignment Subcommittee.”


DATED: 13 December 2022 | 13:54:20 PST

YOUTH FORWARD

DocuSigned by:

By: 837EA9E1B7D249E
Jim Keddy
Executive Director
Youth Forward

DATED: 13 December 2022 | 21:45:36 GMT

Concurring in Agreement

DocuSigned by:

By: 364425A25ECA4F9...
Rick Heyer
Supervising Deputy County Counsel
County of Sacramento

Certificate Of Completion

Envelope Id: F9851631DD23481E94ED55354EAAEE9FF

Status: Completed

Subject: Youth Forward/Sacramento - Complete with DocuSign: Settlement Agreement & Addendum A

Source Envelope:

Document Pages: 9

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Frances Say

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Two Embarcadero Center, 11th Floor

Envelope Stamping: Enabled

San Francisco, CA 94111

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Holder: Frances Say

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Frances.Say@bakermckenzie.com


Signer Events

Jim Keddy

jim@youth-forward.org

Security Level: Email, Account Authentication
(Optional)**Signature**

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Company Name: Baker McKenzie

Rick Heyer

heyerr@saccounty.gov

Security Level: Email, Account Authentication
(Optional)

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ID: 81cf51ca-095d-48ad-a3d5-2b55f7adb542

Company Name: Baker McKenzie

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jessica Davis

jessica.davis@bakermckenzie.com

Security Level: Email, Account Authentication
(Optional)**COPIED**

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Electronic Record and Signature Disclosure:

Accepted: 11/17/2020 9:39:10 PM

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Company Name: Baker & McKenzie Global Services LLC

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/13/2022 9:45:36 PM
Completed	Security Checked	12/13/2022 9:54:20 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Baker McKenzie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Baker McKenzie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DocuSign.Enquiries@bakermckenzie.com

To advise Baker McKenzie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSign.Enquiries@bakermckenzie.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Baker McKenzie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DocuSign.Enquiries@bakermckenzie.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We reserve the right to change a fee if you request multiple paper copies.

To withdraw your consent with Baker McKenzie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DocuSign.Enquiries@bakermckenzie.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Baker McKenzie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Baker McKenzie during the course of your relationship with Baker McKenzie.