

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of the date of last notarized signature below, by and between:

- (1) the American Civil Liberties Union Foundation of Alabama, Inc. ("ACLU of Alabama"), on its own behalf;
- (2) Allison Neal; and
- (3) Rodney Ingle, Sheriff of Fayette County, Alabama.

Collectively, the ACLU of Alabama, Allison Neal, and Rodney Ingle may be referred to as the "Parties."

Recitals:

A. The ACLU of Alabama and Allison Neal filed a civil rights action against Rodney Ingle, in his official capacity as Sheriff of Fayette County, Alabama, on March 9, 2011. The ACLU of Alabama and Ms. Neal challenged on First Amendment grounds Sheriff Ingle's restriction of attorney-client visits at the Fayette County Jail.

B. Sheriff Ingle denies the each and every claim made against him and his staff by the Plaintiffs, makes no admission of guilt, and assumes no liability by entering into this agreement.

C. The Parties desire to enter into this Agreement in order to provide certain consideration in full settlement and discharge of all claims, without resort to expensive and protracted litigation, upon the terms and conditions set out herein.

Agreement:

Now, therefore, in consideration of the foregoing, the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Visit Requests. The ACLU of Alabama may consult with inmates at the Fayette County Jail who request the assistance of its staff. Sheriff Ingle agrees that he and his staff will not, in any way, hinder the exchange of mail between the ACLU of Alabama and inmates at the Fayette County Jail. Such mail will, however, be subject to the same rules as other legal mail, including necessary inspections.

a. The ACLU of Alabama and its representatives do not have to be on an inmate's visitation list.

b. Upon arrival, the jail staff will inform the inmate that the ACLU of Alabama and its representative(s) requests to see them. If the inmate wants to visit with the ACLU of Alabama, he or she may do so. No inmate will be forced to visit with a representative of the ACLU of Alabama against his or her will.

c. If jail staff informs the representative from the ACLU of Alabama that an inmate does not want to meet, the representative is allowed to request a signed writing from the inmate noting his or her refusal to meet.

2. Arrangements. Arrangements for visitation will be made between ACLU of Alabama staff members and a designated staff member of the Fayette County Jail. [REDACTED]

- a. The ACLU of Alabama and its representatives must request to schedule a visit with specific inmates.
- b. Visits must be arranged at least 72 hours in advance via fax or telephone. Within 24 hours of the visit request, the designated staff member will inform the ACLU of Alabama if the visit cannot be arranged. If the visit cannot be arranged at the requested time, the designated staff member will suggest a reasonable alternative time.
- c. If circumstances occur when the a visit is needed without the availability of 72 hours advance notice, ACLU of Alabama staff will call the designated staff member at the Fayette County Jail to arrange the visit. The designated staff member will arrange the visit absent "good cause" not do so. The designated staff member will determine whether "good cause" exists.
- d. Visits will not be allowed on certain Fayette County Circuit Court criminal docket dates that demand a high level of staff support (i.e., plea days). If a request for a visit conflicts with such a scheduled court date, the designated staff member will inform the representative of the ACLU of Alabama at the time the representative seeks to arrange such a visit.
- e. Staff from the ACLU of Alabama will give at least 24 hours notice, if possible, if they wish to cancel a visit or visits. Because of limited meeting space at the jail, no more than two persons are permitted during any one visit.

3. Visitation Hours. The ACLU of Alabama and its representatives will be allowed to visit during regular visitation hours (Monday-Friday: 8 a.m.-3 p.m.; Saturday-Sunday: 10:30 a.m.-6 p.m.). There will be no time limits set on individual visits with inmates. Ordinarily, visits will be scheduled on weekdays due to limited weekend staffing, but, should the need for a weekend visit arise, jail staff will do their best to accommodate the request.

4. Accommodations. The ACLU of Alabama and its representatives will conduct visits in confidential visitation rooms.

- a. If a criminal defense attorney is occupying a visitation room, the visit may take place in another area acceptable to the ACLU of Alabama, or the representative will wait on site until the room is available.
- b. If the designated staff member reasonably believes that meeting with a particular inmate is a security or safety risk, he or she will so inform the representative of the ACLU of Alabama of that concern. The representative of the ACLU of Alabama will, in such situations, have the option of visiting in as secure an area as is available, or declining to visit. Such information, if known by the designated staff member, will be related to the representative of the ACLU of

Alabama at the time the representative attempts to schedule the visit, or as soon thereafter as it becomes known to the designated staff member. If the designated staff member reasonably believes that an inmate is an escape risk, or if other conditions so warrant, the staff member may stipulate other reasonable visitation rules.

5. Retaliation Prohibited. Staff members of the Fayette County Jail and the Fayette County Sheriff's Office shall not discourage inmates from speaking with the ACLU of Alabama and its representatives. Members of the jail staff shall not retaliate against, or threaten retaliation against, inmates.

6. Photo Identification Required. Each visiting individual must provide photo identification upon arrival.

7. Visitation Rules. The ACLU of Alabama and its representatives are subject to the same standard rules as all attorneys and other persons visiting the Fayette County Jail (i.e., no contraband).

8. Cooperation. All parties will work to avoid disagreement when possible and to treat each other in a respectful, courteous, and professional manner. The designated staff member at the Fayette County Jail and all other member of the Fayette County Sheriff's staff will work to accommodate the needs of the ACLU of Alabama and the schedules of its representatives. The ACLU of Alabama and its representatives will provide the same consideration to staff of the Fayette County Jail and the Fayette County Sheriff's Office.

9. Release. The civil rights action, Case No. 6:11-CV-00913-PWG, brought by Plaintiffs, ACLU of Alabama and Allison Neal, against Rodney Ingle, will be dismissed without prejudice. Plaintiff's Motion for a Preliminary Injunction against Rodney Ingle is, likewise, dismissed without prejudice. This constitutes a full and complete waiver by the ACLU of Alabama and Allison Neal of any and all past and present claims to the date of the execution related to the matters discussed in the Recitals above.

10. Attorney Fees. The Parties expressly agree that each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with these claims, this Agreement, and the matters and documents referred to herein, and any and all other related matters.

11. Warranty of Capacity to Execute Agreement. As part of the consideration, the Parties, individually and to the extent allowed by law, expressly warrant and represent that the signatory hereto is legally competent, of majority age, and duly authorized to execute this Agreement.

12. General Matters.

a. Entire Agreement and Successors in Interest. This Agreement contains the entire agreement between parties as to the matters concerned herewith and shall be binding upon and inure to the benefit of the executors, administrators, personal

representatives, heirs, successors, parent companies, subsidiaries, affiliates, employees, agents, brokers, trustees, and assigns of each. This Agreement replaces and supersedes any prior or contemporaneous agreements, understandings, or discussions, written or oral, with regard to the matters set forth herein.

b. Representation of Comprehension of Documents. In entering into this Agreement, each party represents that said party has relied upon the legal advice of said party's attorneys, who are the attorneys of said party's own choice. Further, the Parties represent that the terms of this Agreement have been completely read and/or explained, and that those terms are fully understood and voluntarily accepted.

c. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Alabama, without regard to its conflict of laws provisions. Any action to enforce the terms and provisions of this Agreement shall be brought exclusively in the State of Alabama, to the extent permitted by Alabama law.

d. Additional Documents. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

e. Severability. In the event that a court of competent jurisdiction enters a final judgment holding invalid any provision of this Agreement, the remainder of this Agreement shall be fully enforceable insofar as the primary purpose of the Agreement is not frustrated.

f. Modification. This Agreement shall not be modified except in a writing signed by all Parties.

g. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by a writing signed by the party charged with the waiver or estoppel. No waiver of any breach, or any breach of this shall be deemed a waiver of any subsequent breach of the same provision or any other provision of this Agreement.

h. Headings. Headings contained in this Agreement are intended solely for convenience and shall not control the meaning or interpretation of any provision of this Agreement.

i. Negotiated Agreement. The Parties acknowledge that the terms and conditions of this Agreement were negotiated by and between them and their respective attorneys. The Parties further warrant, to the extent allowed by law, and represent that each of them has executed this Agreement based upon its own judgment and without reliance on any statement or representation of any other Party hereto or the attorneys of any other Party hereto. Each Party has carefully read this Agreement and represents that it fully understands the nature and extent of each of the terms and provisions of this Agreement. The Parties acknowledge that they are under no duress or compulsion to enter into this Agreement and each Party does so under its own free will and with the advice of its own respective counsel. Each Party waives all applicable rules of construction that any provision of this Agreement should be construed against its drafter, and agrees that all provisions of this Agreement shall be construed as a whole, according to the fair meaning of the language used.

j. Counterparts and Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall

constitute one and the same instrument. Signatures transmitted by facsimile shall be given the same weight and enforceability as original signatures.

13. Effectiveness. This Agreement shall become effective following execution by the Parties before a notary public, as set out below.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the dates as notarized, on separate sheets attached and incorporated herein.

Allison Neal

Allison Neal
By: _____
Its: Legal Director

STATE OF Alabama)
COUNTY OF Montgomery)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Allison Neal, whose name as Legal Director of the American Civil Liberties Union Foundation of Alabama, Inc. is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 4th day of April, 2011.

Jean Elbold
Notary Public
My Commission Expires: Aug 4, 2012

American Civil Liberties Union Foundation of Alabama, Inc.

Olivia Turner
By: _____
Its: Executive Director

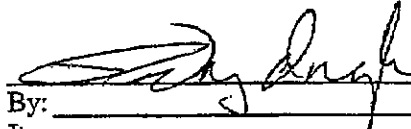
STATE OF Alabama)
COUNTY OF Montgomery)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Olivia Turner, whose name as Executive Director of the American Civil Liberties Union Foundation of Alabama, Inc. is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 4th day of April, 2011.

Jean E. Bold
Notary Public
My Commission Expires: Aug 4, 2012


Rodney Ingle


By: _____
Its: _____

STATE OF Alabama)
COUNTY OF Fayette)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rodney Ingle, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 7th day of April, 2011.


Notary Public
My Commission Expires: 2/1/2015