

ATTACHMENT “A”

to

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

| | | |
|----------------------------|---|---|
| KEVIN DANLEY, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Civil Action No. 3:06-cv-00680-IPJ |
| |) | |
| RUBY ALLYN, et al., |) | |
| |) | |
| Defendants. |) | |

AGREEMENT

In agreeing to resolve the above-referenced lawsuit, and the differences existing between them, the Plaintiff, Kevin B. Danley, and the Defendants, Lauderdale County, Alabama Sheriff Ronnie Willis; Lauderdale County, Alabama Jail Administrator Jackie Rikard Keenum; and Lauderdale County, Alabama Corrections Officers Ruby Allyn, Jeff Wood, and Steve Woods, agree to the following terms:

1. That the product "CounterAssault OC10-12" will no longer be used in the Lauderdale County, Alabama Detention Center in situations involving individual inmates and that no other similar product designed for crowd control will be used on individual inmates.

2. That the Lauderdale County, Alabama Sheriff's Office will update policies and procedures for the Lauderdale County, Alabama Detention Center

with regard to the use of OC or chemical sprays, and that, unless a separate policy is implemented regarding the use of the product "CounterAssault OC10-12" or similar products in situations dealing with multiple inmates, the remainder of that product on hand at the Lauderdale County Detention Center will be destroyed.

3. The Defendants agree to conduct additional training for all officers at the Lauderdale County Detention Center in the use of chemical sprays and agents and regarding the updated policies and procedures discussed below, with such training to be conducted by Corporal David Winston of the South Alabama Law Enforcement Academy, or some other similarly qualified training officer.

4. The Defendants agree that, in updating their policies and procedures with regard to chemical or OC sprays, to identify therein the types of approved sprays and uses, alternatives to the use of chemical sprays, and specific circumstances under which chemical sprays may be used.

5. It is further agreed that Defendants will include in updated policies and procedures the following in addition to the matters identified in paragraph 4;

A. The Defendants will maintain their policy of refraining from using chemical sprays to punish persons incarcerated in the Lauderdale County Detention Center;

B. Each use of chemical or OC spray at the Lauderdale County Detention Center will be documented and reported to the facility's Administrator and Sheriff through the use of an Incident Report Form by each officer involved;

C. Each use of chemical or OC spray will be thoroughly investigated by the facility's Administrator, or her designee;

D. Any video evidence of such an event will be preserved;

E. A separate file will be maintained for incident reports reflecting the use of OC spray;

F. Inmates against whom OC or chemical sprays are used will be allowed to decontaminate promptly after control over the inmate has been gained, with decontamination to include fresh air, an adequate shower, and medical treatment to the extent necessary as determined by on-site medical personnel;

G. Inmates may utilize the facility's grievance procedure to report uses of force to the facility's Administrator;

H. To the extent not already clear in the current grievance procedure, the grievance procedure shall provide for grievance forms to be readily available to inmates, and for secure and confidential delivery of grievance forms to the Administrator; and

I. Dissemination of the updated policies and procedures to all corrections officers and supervisors.

6. The parties agree that the items set out above, if not already in place prior to the making of this agreement, be accomplished within ninety (90) days of the date of the final signature attached below.


7. Counsel for Defendants shall submit proposed policy changes to counsel for Plaintiff for review and approval before they are finalized. Counsel for Plaintiff may not unreasonably withhold approval.

8. Counsel for Defendants shall certify in writing to counsel for Plaintiff that Defendants have complied with this agreement and provide dates and supporting documentation related to the training provided and the dissemination of the updated policies and procedures.

9. The parties also agree to have the United States District Court for the Northern District of Alabama maintain jurisdiction over this matter for a period of ninety (90) days after the date of the last signature set out below in order to enforce the terms of this agreement. This agreement to allow the Court to maintain jurisdiction is not an agreement by the parties that they have entered into a consent order or decree, or an admission that either party has acknowledged any type of liability or wrongdoing of any kind.

10. The parties, either through their signatures, or through the signature of their undersigned representative, agree to be bound by the terms of this agreement,

and to make every effort within their power to implement it as set out above, and to give it full force and effect.



Kevin B. Danley, Plaintiff
c/o Henry F. Sherrod III
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Defendants'
Representative
Lauderdale County Sheriff's Office
Post Office Box 1710
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