

SETTLEMENT AGREEMENT**Between the United States and the County of Gila, Arizona****Regarding the Gila County Jail****I. Introduction.**

Pursuant to the Civil Rights of Institutionalized Persons Act, 42 U.S.C. § 1997, the United States initiated an investigation into conditions of confinement at the Gila County Jails, Globe and Payson, Arizona. On August 21, 1996, Gila County was notified of interim findings based upon the United States' expert evaluations of conditions at the two jails. Consultant reports were provided to Gila County authorities to assist in the achievement of voluntary compliance, as the County had indicated and demonstrated an intention to achieve voluntary compliance. In 1997, additional expert evaluations of the jails were conducted by the United States. On January 7, 1998, the United States issued its final findings letter. That letter concluded that unconstitutional conditions of confinement remained at the Globe facility, but that sufficient remedial measures had been taken at the Payson facility to justify the closing of that matter. Accordingly, the Payson Jail matter was closed.

Gila County has demonstrated a willingness to resolve remaining deficient conditions pertaining to the Globe Jail without the necessity and expense of further litigation. Fulfillment of the terms of this agreement, voluntarily negotiated and entered into by the United States and Gila County, is intended to resolve all remaining issues relating to conditions of confinement at the Globe Jail. It is the expectation of Gila County and the United States that full compliance with the terms of this agreement shall be achieved within two years of the signing of this agreement, provided however, that compliance with any individual item set forth herein shall be within the time requirements stated within that paragraph. Reference to the "Gila County Jail" or "jail" shall, for purposes of this settlement, refer exclusively to the jail facility located in Globe, Arizona.

II. Terms of Settlement.**A. Inmate Classification, Security, Safety and Supervision, Staff Training and Inmate Exercise.**

1. **Inmate Classification:** Within six months from the entry of this agreement, Gila County (hereinafter, "the County") agrees to develop and implement a professionally based inmate classification plan utilizing objective and/or behaviorally based classification standards. The classification system shall be based upon safety and security considerations unique to the Gila County Jail. The County plans to obtain the on-site assistance of professional consultants in developing the inmate classification system, and may seek the assistance of the National Institute of Corrections, National Jail Center, in developing a classification system appropriate for the Gila County Jail. Compliance with the requirements of this paragraph shall not be dependent or contingent, however, upon obtaining assistance from the National Jail Center. The County may utilize such other professionals to develop the inmate classification plan as it deems appropriate.

2. **Emergency Equipment:** The County shall develop and implement a plan for the repair or replacement of all defective fire safety notification equipment.

Remote releases of cell doors and other security doors in the jail shall be maintained in good order or repaired as necessary. The door control annunciator panel in the control center shall be repaired and kept in good operating order. The required plan for the correction of deficiencies noted in this paragraph shall be developed within sixty days of the entry of this agreement and shall be fully implemented within four months thereafter.

3. Suicide Prevention and Inmate Safety: The County shall immediately survey the jail inmate housing areas and promptly modify duct work grilles and lighting fixtures to prevent inmate tampering. Grilles, lights and shower components that have been identified as posing a risk for suicidal behavior shall be modified as necessary to protect life. Bunks in holding cells shall be modified to eliminate space between the frame and wall. All modifications or repairs required by this paragraph shall be completed within six months of the entry of this agreement.

4. Emergency Keys: A set of emergency keys that function appropriately on all exit doors shall be kept readily accessible to staff on all shifts. All corrections staff must be educated with respect to the location of emergency keys within the facility.

5. Officer Rounds: Correctional officer rounds shall provide frequent in-unit surveillance of inmate housing areas. Appropriate documentation of security checks shall be maintained in a manner that is readily identifiable and verifiable. Sufficient officer rounds shall be made within the housing units to provide inmates reasonable protection from harm. At minimum, in maximum and medium security housing areas such rounds shall be made and recorded on at least one-half hour intervals. In minimum and trusty housing areas rounds shall be made at least hourly.

6. Staffing: Correctional officer staffing shall be sufficient to provide reasonable levels of safety and security on all shifts. Female offices shall be available to attend to female inmates whenever strip searches are conducted. To these ends the County agrees to a minimum full time equivalent staff of 30 ½ correctional officers plus six inmate processing clerks. Numbers of personnel, job classifications and assignments for these 36 ½ employees include the following:

- 1 Administrator
- 5 Sergeant shift supervisors
- 5 Control room staff (processing clerks)
- 5 Booking officers (including one officer certified as an emergency medical technician assigned to the swing shift)
- 10 Rovers (housing unit supervision)
- 2 Floaters (assigned as needed)
- 4 Transportation officers
- 1 Medical officer (not counted in 36 ½ staffing - paid by Health Department)
- 1 Supply officer
- 1 Classification, orientation clerk
- 1 ½ Activities officers
- 1 Sergeant security supervisor

7. Staff Assignments: All staff having direct contact with inmates shall be fully trained correctional officers. Inmate processing clerks shall only be assigned to functions with no direct contact with inmates, i.e., control room operator and intake clerk. In no event shall there ever be fewer than two correctional officers (rovers) assigned and on duty in inmate housing areas. Moreover, the booking officer shall not be counted as an officer assigned to an inmate housing area, although this officer has responsibility for inmates held in the intake tanks.

8. Addition of Correctional Officer: In the event the population of inmates incarcerated in the Gila County Jail exceeds 170 inmates, the County agrees to add one rover officer on the swing shift to the required correctional officer staffing complement.

9. Holding Cells: Based upon the current configuration of the inmate holding cells area, County authorities shall make every reasonable effort to minimize inmate crowding in the "holding tanks" by processing inmates promptly to inmate housing areas of the jail. To this end, the County agrees to refrain from holding more than eight inmates in each "tank" for up to eight hours. For individuals held more than eight hours, there shall be a maximum of six inmates held per cell. In the event one cell needs to be utilized for isolation of an inmate for mental health observation or other unusual incident, the prohibitions of this paragraph shall be suspended for a reasonable time.

10. Sleeping Surfaces: The County agrees that every inmate shall be provided an appropriate place to sleep regardless of crowding in the jail. To this end, each inmate shall be provided adequate bedding and a clean sleeping surface at least twelve inches off the floor. This requirement is applicable to inmate housing areas as well as cells in the booking area (if inmates are kept in these cells overnight).

11. Tool Control: Jail authorities shall develop and implement written policies regarding tool control. Areas in which metal objects are stored or placed in trash shall be secured. A policy shall be developed regarding access of inmate "trustee" workers to areas in which tools and other metal objects are used or stored. "Shadow boards" shall be installed in tool storage areas and daily accounting for tools shall be taken and documented by staff. "Trustee" worker inmates shall not have access to any area within the jail perimeter in which metal unsecured objects are stored or held for removal as trash, unless the "trustee" is directly and constantly supervised by staff. Correctional officers shall search inmate "trustee" workers and housing areas for contraband articles.

12. Disturbance Control Equipment: All disturbance control equipment shall be located in the jail under the direct control of the Jail Administrator or Shift Supervisor. Logbooks shall be maintained to assure proper control and accountability of security equipment. Correctional officers and emergency response team members shall not be permitted to bring disturbance control equipment into the jail. Disturbance control equipment specifically includes small canisters of chemical sprays. Correctional officers shall not be permitted to bring any personal canisters of chemical spray into the jail.

13. Mutual Aid: Jail authorities shall develop mutual aid agreements with other law enforcement authorities who may be called to the jail in extraordinary circumstances. These agreements shall, at minimum, set forth lines of authority in instances when local or state police are called to assist in responding to jail disturbances or other emergencies.

14. Training for Correctional Officers: All correctional officers shall successfully complete six weeks of academy training within their first year of employment. In-service training of a minimum of forty hours per year shall be required and documented for all correctional officers after their first year of employment. Such training shall include, but is not limited to, certification for CPR, SCBA (Self-Contained Breathing Apparatus), fire safety, inmate mental health issues including suicide prevention, and other appropriate curriculum.

15. Training for Inmate Processing Clerks: Six jail employees (five control room staff and one data entry clerk) whose duties do not include direct inmate

contact shall receive in-house training in basic correctional skills, but shall not be required to attend the correctional officer academy. Additionally, in-service training for a minimum of forty hours per year in appropriate correctional subjects shall be required of these employees. In no event shall an inmate processing clerk be assigned to a control room post without first receiving training documented as provided herein.

16. Post Orders and Facility Policies and Procedures: Jail management shall develop comprehensive correctional officer post orders and facility policies and procedures within ninety days of the entry of this agreement. The post orders and policies and procedures that have recently been drafted by County jail authorities and reviewed by the United States may provide the basis for compliance with this paragraph. County jail authorities shall, in drafting post orders and policies and procedures unique to the Globe Jail, incorporate as appropriate professionally recommended policies developed by the National Sheriff's Association, the American Jail Association, the National Jail Center and similar organizations. The United States shall be provided a copy of the final proposed policies and procedures within ninety days of the entry of this agreement. The United States shall have the right to review policies, procedures and post orders so developed and shall have the authority to disapprove any policy, procedure or post order which it concludes fails to comport with appropriate penological practice.

17. Inmate Exercise: All inmates shall be provided reasonable opportunities for outdoor exercise on a regular basis. Weather permitting, all inmates shall be provided multiple opportunities for outdoor exercise which shall amount, in the aggregate, to at least three hours per week per inmate. Jail authorities shall maintain appropriate records of daily inmate exercise opportunities.

B. Sanitation, Environment and Fire Safety.

1. Kitchen Expansion: Within six months of the entry of this agreement, the County shall prepare a plan for the renovation or enlargement of the existing kitchen at the jail, as the existing kitchen is inadequate to provide sufficient food preparation

space and adequate sanitation. As an interim measure, pending completion of a complete renovation and/or expansion of the kitchen, the County agrees to provide within forty-five days of the entry of this agreement toilet and hand washing facilities for the kitchen staff. To assure proper sanitization of food trays, and utensils, the County shall install a commercial dishwasher and provide appropriate space for pot, pan and utensil drying. Although installation of the commercial dishwasher is a component of the proposed kitchen renovation or enlargement, in no event shall the dishwasher installation be delayed beyond one year from the entry of this agreement.

2. Electrical and Water Safety: Hazardous

conditions shall be remedied within six months of the entry of this agreement, including the need to correct electrical deficiencies and possible water system contamination. These measures include the installation of a sump pump in the below-grade maintenance area of the Jail; installation of back-siphonage devices on water lines; correction of electrical deficiencies and grease build-ups in the kitchen stove hood.

3. Roofing Leaks: Roofing leaks that contribute to the creation of mildew and other unhealthy conditions in the jail shall be identified and temporarily repaired pending replacement of the entire roof. Roof replacement shall be completed no later than the end of the 1998-99 fiscal year.

4. Plumbing Repairs: Facility maintenance personnel shall survey the entire facility for plumbing deficiencies and repair toilets and urinals on a priority basis. Showers in cellblocks shall be refurbished and cleaned and provided with non-slip surfaces. These repairs shall be completed within six months of the entry of this agreement.

5. Temperature and Air Exchange: Ambient temperatures, air exchange, and airflow

within the jail shall meet generally accepted standards for heating, cooling and ventilation. To achieve and maintain compliance with these temperature and air ventilation standards, the County agrees to obtain the services of a professional consultant to evaluate the existing HVAC system and provide remedial proposals as needed. Based upon this evaluation, within six months of the entry of this agreement the County shall prepare and submit a plan of correction to address any deficiencies set forth in the consultant's report. Within one year thereafter, the corrections outlined in the plan shall be fully implemented to achieve and maintain appropriate temperature and ventilation within the jail. A copy of the consultant report and the plan of correction shall be made available to the United States.

6. Fire and Smoke Detection: The existing fire and smoke detection system must promptly be repaired or replaced and maintained in good order thereafter. The annunciator panel that identifies the source of any fire alarm must operate appropriately. All jail staff, particularly control room employees, must receive training in the operation of the detection and alarm system and must document any noted malfunctions. Any malfunctions shall be reported immediately to the shift supervisor. Repair or replacement of fire and smoke detection components and the annunciator panel shall be given the highest priority. Within ninety days of the entry of this agreement the County shall submit a detailed report regarding corrective actions taken to implement this paragraph. Within six months of the entry of this agreement all repairs or replacement of fire safety system components shall be completed and the system shall be fully operational and so certified by the contractor and the State Fire Marshal.

7. Self-Contained Breathing Apparatus: All correctional officers shall be trained in the use of safety equipment, particularly self contained breathing apparatus ("SCBA") units. All correctional officers shall be certified in the use of SCBA equipment within six months of the entry of this agreement. The County shall provide certification documentation to the United States with respect to each correctional officer's certification status.

8. Fire Drills: At least quarterly, fire drill walk-through procedures and tests of fire exiting shall be conducted by staff. Evacuation of all inmates shall not be required, provided a plan is in place for evacuation of inmates posing a risk of escape or violence. All correctional officers shall receive in-service training yearly in fire drill procedures.

9. Disaster Plan: A comprehensive fire safety and disaster plan shall be developed within ninety days of the entry of this settlement and all correctional staff shall receive appropriate training in the requirements of the plan.

C. Health Care.

1. Policies and Procedures: The County shall within ninety days of the entry of this agreement develop and implement medical policies and procedures including: 1) inmate screening and health assessments, 2) communicable disease testing and control, 3) sick call and other access to medical services, 4) distribution and management of medications, 5) mental health care, 6) dental care, 7) emergency care, 8) medical records, and 9) staff training.

2. Health Assessment: Any inmate incarcerated for fourteen days or longer shall be given a physical health assessment by a physician or physician assistant. The assessment shall include a medical history, and a vital signs examination. The results of the assessment shall be recorded and kept in the inmate's medical record along with the inmate's medical intake screening form.

3. Communicable Disease Screening: The county shall develop procedures for screening inmates for communicable diseases, particularly tuberculosis. All inmates incarcerated in the jail for more than seven days shall be tested for tuberculosis by their fourteenth day of incarceration by use of a PPD screen or other medically appropriate procedure.

III. Plans of Implementation and Reporting.

A. Plan of Implementation: Each plan required by this settlement shall be provided to the United States within the time specified. Unless objection to any plan or component is raised by the United States within thirty days of its receipt of the plan, the County shall implement the plan as submitted. If the United States raises an objection to any plan or component thereof, the County and the United States shall make good faith efforts to resolve any disputed items.

B. Reporting: The County shall prepare and submit to the United States a comprehensive report regarding compliance with each item set forth each paragraph of this agreement together with any required corrective plans required by this agreement. The first report shall be submitted within ninety days of the entry of this agreement and every four months thereafter until the United States determines that substantial compliance with the agreement has been achieved. The report shall include, as appropriate, documentation, certifications, receipts and such other information as requested by the United States to assist in the evaluation of compliance with the terms of this agreement.

IV. Access, Inmate Notification, Termination and Enforcement Provisions.

A. Access: The United States and its attorneys, consultants and agents shall, upon reasonable notice, have unrestricted access to the jail, inmates, staff and documents as necessary to evaluate compliance with the terms of this agreement.

B. Inmate Notification: The substantive terms of this agreement shall be made available to all inmates, either by distribution of this agreement to inmates or incorporation of the terms of this agreement into an inmate handbook. Requirements set forth in the paragraphs II(A)2, II(A)4, II(A)5, II(A)7, II(A)11, II(A)12, II(A)13, and II(A)15 of this agreement, that may relate to facility security, need not be disseminated to inmates.

C. Termination Provision: Gila County shall diligently implement the terms of this agreement within the time lines provided herein. This agreement shall become subject to termination as soon as Gila County has fully and faithfully implemented all requirements of this agreement and such full compliance has been maintained for one year. Upon a showing of compliance, the United States will join with Gila County to file a joint motion with the Court to dismiss the complaint in this cause. If there is a disagreement about the status of compliance, the United States and Gila County shall attempt in good faith to resolve the dispute before initiating any court action to resolve the dispute. Nothing in this paragraph shall preclude the parties from jointly stipulating to the termination of portions of this agreement at any time.

D. Resolution of Enforcement Disputes: The parties agree to lodge this Agreement with the United States District Court for the District of Arizona in conjunction with a complaint and a joint motion, pursuant to Fed. R. Civ. P. 41(a)(2), for the dismissal of this case. The dismissal shall be conditioned upon the County's achieving compliance with the terms of this Agreement, and shall attach the Agreement to such motion. The motion shall request that the case be placed on the Court's inactive docket. If the County fails to substantially comply with the terms of this Agreement, and if efforts to resolve and mediate the enforcement dispute are unsuccessful, the United States may take appropriate legal enforcement action, including

filing a motion to restore the case to the Court's active docket.

FOR GILA COUNTY:

JOE RODRIQUEZ - Sheriff

CRUZ SALAS - Supervisor (Chairman)

RONALD CHRISTENSEN - Supervisor

EDWARD GUERRORO - Supervisor

STEVE BESICH - County Administrator

CANDYCE PARDEE

Assistant County Attorney

FOR THE UNITED STATES:

ANDREW J. BARRICK

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