

**AGREEMENT**

**TABLE OF CONTENTS**

I. INTRODUCTION - 4

II. DEFINITIONS - 4

III. BACKGROUND - 5

IV. SUBSTANTIVE PROVISIONS -7

Overall Jail Conditions - 7

Correctional Issues - 8

A. Policies and procedures - 8

B. Inmate handbook - 9

C. Classification - 9

D. Training - 9

E. Security and supervision - 10

F. Exercise - 11

G. Reading materials and access to the courts - 11

H. Use of trustees (runarounds) - 12

Medical, Dental, & Mental Health Care - 13

A. Medical policies and procedures - 13

B. Medical staffing - 13

C. Referrals for outside medical care - 13

D. Medical decisions - 14

E. Intake screenings - 14

F. Health assessment - 14

G. Communicable disease screening - 14

H. Sick call - 15

I. Staff medical training - 16

J. Emergency care - 16

K. Mental health care and suicide prevention - 16

L. Medication management and pill call - 17

M. Medical records - 18

N. Dental care - 18

Environmental Health & Safety - 19

A. Environmental health and safety policies and procedures - 19

B. General housekeeping and maintenance - 19

C. Pest extermination - 19

D. Fire and electrical hazards - 19

E. Plumbing - 20

F. Lighting - 20

G. Ventilation - 21

H. Food sanitation - 21

I. Mattresses, sheets, towels, and personal hygiene items - 21

J. Training and chemical cleaners - 22

V. CONSTRUCTION, IMPLEMENTATION, & TIMING OF COMPLIANCE - 22

VI. STIPULATION PURSUANT TO THE PRISON LITIGATION REFORM ACT, 18 U.S.C. § 3626  
- 24

## VII. TERMINATION - 25

### FINDING PURSUANT TO THE PRISON LITIGATION REFORM ACT - 27

## I. INTRODUCTION

1. This agreement is made in light of the provisions of the Civil Rights of Institutionalized Persons Act, 42 U.S.C. § 1997 et seq., with which the United States has complied.
2. Venue over any action that might be filed would be in the Middle District of Georgia pursuant to 28 U.S.C. § 1391 (b).
3. Jurisdiction in the federal court would be pursuant to 28 U.S.C. § 1345.

## II. DEFINITIONS

4. Party of the first part shall refer to the United States of America, which hereinafter shall be referred to as the United States.
5. Parties of the second part shall refer to Muscogee County, Georgia; the Sheriff of Muscogee County, in his official capacity; the Mayor of Columbus, in his official capacity; the Columbus City Manager, in his official capacity; members of the Columbus Council, in their official capacities; and their agents and successors in office. The City of Columbus and Muscogee County are a consolidated government, and parties of the second part are hereinafter referred to as the City/County. This Agreement is between the United States and the City/County.
6. The term "Muscogee County Jail" (Jail) includes the three existing Jail facilities (the "new jail," the "old jail," and the "stockade") as well as any other Muscogee County institutions built, leased, or otherwise used, to replace the current Jail or Jail components.
7. The terms "inmate" or "inmates" shall refer to one or more individuals sentenced to, incarcerated in, detained at, or otherwise confined at either the existing Muscogee County Jail or any institution that is built or used to replace the Jail or any part of the Jail. The term "special needs inmates" shall refer to those inmates who are suicidal, mentally ill, mentally retarded, intoxicated, or otherwise a danger to themselves or others.
8. "Qualified professional" shall refer to an individual qualified to render the requisite and appropriate care, treatment, judgment(s), training and service, based on credentials recognized in the specific field.

## III. BACKGROUND

9. The City/County owns and operates the Jail, located in Columbus, Georgia.
10. The Sheriff is responsible for the day-to-day operation of the Jail. In his official capacity, the Sheriff has the custody, rule, and charge of the Jail and Jail inmates.
11. On December 1, 1994, United States Department of Justice attorneys and their consultants in the fields of penology, correctional health care, and environmental health and safety, toured the Jail

pursuant to the Civil Rights of Institutionalized Persons Act. 42 U.S.C. § 1997 et seq.

12. On June 1, 1995, the United States issued a findings letter regarding conditions of confinement at the Jail based upon the Justice Department investigation and expert tour of the facility. The United States' findings letter was sent to the City/County. This Document detailed numerous alleged constitutional deficiencies allegedly affecting the life, health, and safety of Muscogee County inmates.

13. The parties to this Agreement recognize the constitutional rights of inmates confined in the Jail. These rights include, but are not limited to, the right to: (1) adequate supervision to ensure reasonable inmate safety, (2) adequate medical and mental health care, (3) a safe and sanitary physical plant which does not pose an unreasonable threat to safety, (4) reasonable opportunity for exercise, and (5) meaningful access to the courts.

14. In order to avoid protracted litigation regarding the constitutionality of conditions of confinement at the Jail, the parties agree to the provisions set forth in this Agreement.

15. The parties agree that the provisions of this agreement are a reasonable, lawful, and fundamentally fair resolution of this case.

#### **IV. SUBSTANTIVE PROVISIONS**

##### OVERALL JAIL CONDITIONS

16. By July 1, 1999, the City/County shall complete or will have contracted for or budgeted for the following building projects to ensure a safe, sanitary, and healthy environment at the jail (any projects planned, contracted, or budgeted for shall be completed in a timely manner):

- a) Repair or replace old and damaged plumbing, electrical, lighting and ventilation systems.
- b) A plan to expand kitchen facilities or contract out food service. A Request for Proposal (RFP) is currently being developed to pursue contracting out the food service.
- c) A plan to provide adequate clinical space and inmate medical (including isolation) housing.
- d) Construct, lease, or otherwise obtain additional housing space for the number of inmates incarcerated. Adequate housing shall be provided to ensure that every inmate has a place to sleep off the floor and away from plumbing. Additionally, housing units shall contain adequate showers, toilets, lighting and other fixtures to allow adequate sanitation and humane living conditions. Any housing used for inmates must meet the requirements of this agreement and constitutional standards, and the United States shall have reasonable inspection rights for any facilities used as allowed by this agreement.

17. In ensuring City/County compliance with this section on overall jail conditions, City/County officials shall require that construction and renovations be conducted in compliance with the National Fire Protection Association's Life Safety Code, state and local building codes, American Correctional Association (ACA) standards, the Americans with Disabilities Act (ADA), and ADA regulations.

18. The City/County shall retain qualified personnel to assist them with the renovation, construction, and facility replacement process. The City/County and their personnel shall regularly consult with the United States during this process as to the appropriate renovations, construction, services and staffing needed. The City/County shall also provide the United States with timetables, architectural plans, building inspections, legislation, and other documents related to this process as part of the Compliance system described in Section V.

19. Any renovations or construction shall be done by qualified personnel.

## CORRECTIONAL ISSUES

### **A. Policies and procedures.**

20. The City/County shall develop and implement, appropriate, comprehensive policies and procedures for Jail Operations. The City/County shall base their policies and procedures on professional standards. All staff shall have access to a copy of a staff manual containing Jail policies and procedures and shall sign a statement indicating that they have read and understood the provisions of the manual. Jail policy and procedure manuals shall be reviewed annually and updated by the City/County as necessary.

The City/County shall consult with the United States in the ongoing development of these policies and procedures.

### **B. Inmate Handbook.**

21. Inmates shall receive an inmate handbook upon arrival summarizing policies applicable to them including, but not limited to: 1) Jail rules, 2) visitation and exercise policies, 3) a description of the process for obtaining bond and an attorney, 4) a description of the disciplinary procedure, 5) an explanation regarding how to access sick call, medications, and emergency assistance, and 6) a list of all legal materials available to inmates.

### **C. Classification.**

22. Inmates shall be classified and housed based upon sound professional, penological principles.

### **D. Training.**

23. The City/County shall develop an adequate training program which includes at least 40 hours of in-service training every year and which, in addition, requires all current jailers to complete the state jailer school program within one year of employment. All new jailers shall have attended the state jailer school program prior to working at the jail. If the City/County develops a local jailer training program which meets state credentialing standards and provides the same level of training offered by the state school, they may use this local training program in lieu of the state jailer school. Staff shall be adequately trained to carry out the terms of this Agreement.

### **E. Security and supervision.**

24. All use of force, including the use of chemical agents (e.g., pepper spray), shall be adequately documented. Adequate documentation includes the use of incident reports and summaries. All weapons will be kept in the custody of supervisors, carefully inventoried and monitored for unauthorized usage,

and will not be distributed without documentation. Weapon inventories will be tracked and monitored to identify inappropriate or excessive use of force by officers. Each use of force shall be reviewed by Jail supervisors, and staff will be disciplined for violations of use of force policies. The City/County shall identify all known persons for whom chemical agents pose a danger to health, and chemical agents shall not be targeted at such persons. Persons subjected to chemical agents shall be afforded the opportunity to cleanse themselves of the chemical agent and shall be provided with prompt medical attention, if necessary. As part of the training process, staff shall be instructed on de-escalation techniques and use of force rules. Jail policies and procedures shall establish clear standards governing use of force. These standards shall be based on relevant law and professional practice. The amount of force used must be proportionate given the situation faced by an officer, and escalations in force levels must be appropriate.

25. The City/County no later than July 1, 1999 shall hire and retain or budget for staff to adequately supervise and operate all Jail facilities (old and new). Positions budgeted for shall be filled in a timely manner. Corrections staffing shall be sufficient to carry out the terms of this Agreement and minimum requirements shall include the following:

- a) The City/County shall ensure that there is always at least one officer present, at all times, on every jail housing floor. Thus, at least one officer shall be present at all times on each floor of the "new jail," at the officers' post in the "stockade," and on each floor of the "old jail."
- b) The City/County shall also provide sufficient staff to ensure adequate backup in the event of emergencies, to transport inmates to the medical unit and sick call, and to provide adequate inmate exercise.
- c) Rounds will be conducted at least once every half hour at irregular intervals (e.g., 20, 25, 30, 15 minutes), and shall include a logged, visual inspection of all housing areas.

#### **F. Exercise.**

26. Beginning September 1, 1999, inmates shall be given outdoor exercise 5 days each week, 1 hour per day, weather permitting. Until that time, weather permitting, inmates shall be given outdoor exercise as facilities and staffing permit.

#### **G. Reading materials and access to the courts.**

27. At their own expense, inmates may receive by mail direct from the publisher, a reasonable number of periodicals, legal research materials, newspapers, books and other reading materials which may be kept in an inmate's cell so long as such materials do not create a fire hazard.

28. The City/County shall provide inmates with prompt access to appropriate legal materials as identified in Attachment A.

29. Legal materials shall be available for use by inmates no less than five days per week between 9:00 a.m. and 4:00 p.m. Inmate requests for access to legal materials shall be honored within two working days after receipt of the request, or earlier if the inmate faces a specific court deadline. The City/County shall ensure that qualified staff make reasonable efforts to meet inmate requests for legal materials even when an inmate is unable to provide a specific legal cite for the materials the inmate needs. Inmates may be required to pay the City/County for any legal materials they damage, steal, or destroy.

30. Inmates shall be provided with sufficient time and legal materials for a reasonable opportunity to conduct legal research. In the event that an inmate is facing a specific court deadline, the City/County shall make reasonable efforts to allow the inmate additional access to legal materials upon request.

#### **H. Use of trustees (runarounds).**

31. Jailers are responsible for the care and supervision of inmates. Those duties shall not be delegated to inmates, and no inmate shall have authority over other inmates. No inmate shall serve as the conduit for transmitting inmate requests for assistance to jail staff. The kitchen trustees shall always be supervised by at least one jailer or civilian employee, even on weekends.

### MEDICAL, DENTAL AND MENTAL HEALTH CARE

#### **A. Medical policies and procedures.**

32. The City/County shall implement medical policies and procedures that include, but are not limited to, provisions regarding: 1) initial screening and health assessments, 2) communicable disease testing and control, 3) access to medical care and sick call, 4) pill call and medication management, 5) medical records, 6) staff training, 7) mental health care, 8) emergency dental care, 9) emergency medical care and transport, and 10) inmate co-payments.

#### **B. Medical staffing.**

33. The City/County shall issue requests for proposals to ensure timely and competent medical care. The medical staffing shall be sufficient to carry out the requirements of this Agreement. A qualified medical professional shall oversee Jail medical and mental health services as the Responsible Healthcare Authority (RHA). Inmate medical and mental health treatment, nursing staff, and medical policy development, shall be supervised by qualified licensed physicians.

#### **C. Referrals for outside medical care.**

34. The City/County shall ensure, thru requirements in the medical provider contract or otherwise, that inmates who are referred to sub-specialty medical providers by a physician or registered nurse shall receive medical evaluation and medical care from such specialists. Procedures and practices must ensure that timely emergency medical care is provided when necessary, and the City/County shall monitor, drill, and evaluate emergency response.

#### **D. Medical decisions.**

35. Adequate space, supplies, and equipment shall be provided for medical care. Jail officials shall not overrule medical decisions made by medical staff.

#### **E. Intake screenings.**

36. The City/County shall ensure that receiving screening includes screening for alcohol abuse, serious medical problems, mental health problems, and communicable diseases.

#### **F. Health assessment.**

37. Within two weeks of intake, inmates shall receive a health assessment which includes taking an

initial medical history and identification of any known allergies, and a physical examination consisting of blood pressure, pulse, temperature, and respiration tests. The health assessment results shall be recorded on a standardized form that is placed in the inmate's medical record along with inmate's intake screening form.

#### **G. Communicable disease screening.**

38. The City/County shall continue implementing and refining their communicable disease testing, monitoring, and treatment program. The City/County shall continue to test for tuberculosis all inmates arriving at the jail upon booking and will follow-up on test results as medically indicated. In the event a communicable disease, such as tuberculosis, is identified by the Jail's communicable disease screening program, the City/County will notify the relevant public health authorities and the United States about the incident.

#### **H. Sick call.**

39. The City/County shall implement a sick call policy and procedure that includes, at a minimum, the following:

(1) written sick call request slips; (2) a collections method where the request slips are carried by jail staff directly to a qualified health professional i.e., registered nurse, physician, or licensed practical nurse (LPN); (3) logging procedures to record each request for sick call services; (4) review of inmate requests by a registered nurse or physician on a daily basis to determine urgency of the need to be examined; (5) a sick call clinic held at least once per week conducted by a licensed physician, or registered nurse (RN) under the supervision of a licensed physician; and (6) a policy requiring medical staff to record the results of sick call in an inmate's record. At least three times a week, documented rounds will be conducted in segregation. Inmates submitting sick call requests shall be seen by qualified medical professionals in a timely manner.

40. The City/County shall permit illiterate inmates orally to request medical care through medical staff. Such requests will be processed in a timely fashion and properly documented by the medical staff who receive the request.

#### **I. Staff medical training.**

41. Staff shall be adequately trained to identify inmates with special mental health needs, identify medical emergencies, give first aid, and give CPR. Only qualified medical staff (i.e., not security staff) shall handle pill call and the administering of medications.

#### **J. Emergency care.**

42. Inmates requiring emergency medical care shall receive such care immediately. Inmates must be able to contact an officer for assistance on a timely basis.

#### **K. Mental health care and suicide prevention.**

43. The City/County shall provide adequate mental health services to the inmates by requests for proposals. To that end, the City/County shall ensure that the contracted, qualified mental health



professionals shall provide 24-hour on-call consultation as well as in-person intervention and evaluation. Furthermore, mentally ill inmates shall be housed in an appropriate environment that facilitates staff supervision and personal safety. Inmates with special mental health needs shall be evaluated by a qualified mental health professional within twenty-four hours. Inmates requiring psychiatric hospitalization shall be transferred promptly to adequate psychiatric hospital facilities. The City/County shall ensure that a psychiatrist and a psychologist provide services at the jail for at least twenty hours per week each.

44. The City/County shall ensure that suicide prevention measures are in place at the Jail and shall also develop and implement written policies and procedures on suicide prevention and the treatment of special needs inmates. These procedures shall be consistent with professional standards and shall include provisions for constant direct supervision of actively suicidal inmates and close supervision of special needs inmates with lower levels of risk (e.g., 15 minute checks). Officers shall document their checks. Suicide prevention policies shall include procedures to ensure the safe housing and supervision of inmates based on the acuity of their mental health needs. Cells for suicidal inmates shall be retrofitted to render them suicide-resistant (e.g., elimination of protrusive shower heads, exposed bars, unshielded lighting or electrical sockets). Staff will be trained on suicide response, prevention, and detection. Staff posts will be equipped with 911 rescue tools.

#### **L. Medication management and pill call**

45. All medications shall be appropriately managed and securely stored at the Jail pursuant to a medication management policy. Drug prescription practices shall be in compliance with professional standards. To that end, medication orders must be reviewed by a physician or pharmacist, distribution of medications shall be properly logged, nurses shall not be allowed to remove medications from the pharmacy, only legally authorized personnel shall be permitted to distribute medications from the pharmacy, and staff shall be trained regarding medication side effects and pill call procedures. Medication logs must be co-signed by inmates, and when an inmate is supposed to receive more than one medication, the forms should identify whether an inmate has received each medication prescribed during pill call. The City/County shall ensure that adequate supplies of medications are available. In particular, inmates on "PRN" medications shall receive their medications as ordered by medical staff.

#### **M. Medical records.**

46. The City/County shall ensure that the RHA Maintains complete, confidential, and well-organized medical records at the Jail, separate from the inmate record. To ensure continuity of care, medical record information shall be submitted to outside medical providers when inmates are sent out of the Jail for medical care, and reports and records from those providers will be returned with the inmates to the jail. Access to individual inmate medical records shall be restricted to medical personnel, and medical information shall be shared with jail officers only when the RHA believes this is necessary. Jail staff shall be instructed not to divulge inmate medical information to other inmates.

#### **N. Dental care.**

47. Inmates with emergency dental needs shall receive such care immediately. Dental care shall not be limited to extractions. Adequate dentist hours will be provided to avoid unreasonable delays in dental care. At least 30 hours of dental care shall be provided per week.

### **ENVIRONMENTAL HEALTH AND SAFETY**

**A. Environmental health and safety policies and procedures.**

48. The City/County shall develop and implement environmental health and safety policies and procedures which include, but are not limited to, provisions regarding: 1) fire safety and drills, 2) general housekeeping plan, 3) maintenance plan, 4) safe use of cleaning agents, 5) food handling and nutrition, and 6) inmate laundry, mattresses and personal hygiene.

**B. General housekeeping and maintenance.**

49. The City/County shall regularly clean and maintain any Jail facilities pursuant to a general housekeeping plan. The City/County may continue to provide inmates with cleaning materials on a daily basis, but the City/County are ultimately responsible for the Jail's cleanliness and physical condition. Any new, renovated, or replacement Jail facilities must also be kept clean and in good physical condition.

**C. Pest extermination.**

50. The City/County shall continue to contract for professional exterminator services for the jail, and shall keep the jail reasonably pest free. A copy of this contract shall be retained as part of the compliance monitoring requirements of Section V below.

**D. Fire and electrical hazards.**

51. The City/County shall eliminate fire and electrical hazards (e.g., exposed wiring, excessive flammable debris), routinely test and maintain the fire alarm and smoke detection system, continue to service all extinguishers, and keep updated a fire evacuation plan developed with the assistance of a qualified fire safety consultant (e.g., fire chief). The City/County shall ensure that keys are properly marked and organized for ready use during emergencies, and will conduct fire and disaster drills on every shift at least four times a year. Drill results will be documented, reviewed by management, and incorporated into staff training. The City/County shall ensure that the Jail is inspected every six months by a qualified fire safety inspector. Copies of any fire marshal or inspector reports and corrective actions taken in response shall be provided to the United States as part of the compliance monitoring process in Section V.

**E. Plumbing.**

52. The City/County shall continue to repair, replace, and maintain any leaking or inoperative plumbing fixtures in the current Jail facility. The City/County shall ensure that the water supply to living areas is adequate and that water temperatures meet health and safety standards.

**F. Lighting.**

53. The City/County shall provide inmates with lighting adequate for working, reading, security, and health (e.g., 20 foot candles minimum in work and reading areas).

**G. Ventilation.**

54. The City/County shall ensure that inmates receive an adequate supply of fresh air and heating. The ventilation systems shall be kept in good working condition.

**H. Food sanitation.**

55. The City/County shall ensure that the kitchen is operated in a manner consistent with public health standards. To that end, staff and trustees shall be adequately trained in safe food handling practices. A qualified, professional, food service supervisor shall be present at all hours of kitchen operation. Food shall be prepared, served, and stored in a clean, healthful manner. Food temperatures shall be adequate to minimize the possible transmission of food borne illnesses. Kitchen trustees will be supervised at all times by staff. Quarterly inspections of the kitchen shall be conducted by qualified inspectors.

**I. Mattresses, mattress covers, towels, and personal hygiene items.**

56. The City/County shall provide each arriving inmate with adequate bedding and washing materials to include no less than mattresses, mattress covers, towels, and personal hygiene items. All bed linen, towels, inmate clothes and uniforms shall be in good condition and cleaned at least once per week. The City/County shall ensure that each arriving inmate receives a standard, institutional, fire-resistant mattress which is in good condition. Mattresses will be sanitized before distribution to an inmate. The City/County shall replace all torn mattresses with standard, institutional, fire-resistant mattresses.

57. The City/County shall provide inmates with an adequate supply of soap, hair shampoo, toothbrushes, toothpaste, toilet paper, combs, deodorant, feminine hygiene items, and shaving equipment.

**J. Training and chemical cleaners.**

58. The City/County will provide Jail staff with adequate training regarding environmental health and safety policies.

59. All brooms and hazardous chemicals shall be removed from housing areas after use. Chemical cleaning agents shall be safely stored, used, and mixed. Inmates provided cleaning agents shall receive training on the safe storage, use, and mixture of chemical cleaners.

60. The City/County will provide inmates with 3 nutritionally adequate meals per day. The menus of all meals served at the Jail must be approved by a trained dietician as meeting generally accepted nutritional guidelines. Nutritionally adequate, equivalent substitutions in the menu can be made.

**V. CONSTRUCTION, IMPLEMENTATION, AND TIMING OF COMPLIANCE**

61. This agreement shall be applicable to and binding upon all parties, their officers, agents, employees, assigns, and their successors in office.

62. This agreement shall remain in effect until the City/County fully and faithfully implement all provisions of this agreement. If the City/County fails to comply with the requirements of this agreement in a timely manner, the United States has the right to seek relief from the United States District Court for the Middle District of Georgia.

63. Except where otherwise specifically indicated, the City/County shall complete implementation of all the provisions of this agreement within one hundred and eighty (180) days of the date of this agreement.

64. The City/County shall submit semi-annual compliance reports to the United States, the first of which shall be filed within 180 days after the date of this agreement. Thereafter, the reports shall be filed fifteen (15) days after the termination of each six-month period ending on July 1 and January 1

continuing until the agreement is terminated. The reports shall describe the actions the City/County has taken during the reporting period to implement this agreement and shall make specific reference to the agreement provisions being implemented.

65. The City/County shall submit upon request records or other documents to verify that they have taken such actions as described in their compliance reports (e.g., census summaries, staffing summaries, contracts, bills, incident reports) and will also provide all documents reasonably requested by the United States.

66. All parties shall bear their own costs, including attorney fees.

67. The City/County shall keep such records as will fully document that the requirements of this agreement are being properly implemented and shall make such records available at the Jail at all reasonable times for inspection and copying by the United States.

68. The United States and its attorneys, consultants, and agents shall have unrestricted access to the Jail, Jail inmates, Jail staff, and documents as reasonably necessary to address issues affected by this agreement.

69. All Jail staff members and other individuals responsible for implementing this agreement shall be apprized of the contents of this agreement, and strict compliance with this agreement be required of employees, agents, assigns, or successors.

## **VI. STIPULATION PURSUANT TO THE PRISON LITIGATION REFORM ACT,**

### **18 U.S.C. § 3626.**

70. For purposes of this agreement only and in order to settle this matter, the City/County stipulates that this agreement complies in all respects with the provisions of 18 U.S.C. § 3626(a). The parties further stipulate and agree that the prospective relief in this agreement is narrowly drawn, extends no further than necessary to correct the violations of federal rights alleged by the United States, is the least intrusive means necessary to correct these violations, and will not have an adverse impact on public safety or the operation of a criminal justice system. Accordingly, the parties agree and represent that the agreement complies in all respects with the provisions of 18 U.S.C. § 3626(a).

71. The issue of liability has not been litigated.

72. This agreement is not intended to have any preclusive effect except between the parties. Should the issue of the preclusive effect of this agreement be raised, the parties agree to certify that this agreement was intended to have no such preclusive effect.

## **VII. TERMINATION**

73. The City/County shall not seek to terminate this Agreement until after January 1, 2000. The parties agree that the systemic and comprehensive nature of this Agreement shall require that implementation of its terms take place over a number of years as provided in this document.

74. If the City/County does not comply with the requirements of this Agreement, the United States reserves the right to seek enforcement of the inmates' constitutional rights and the appropriate terms of this Agreement by filing a Motion to Restore and then seeking relief from the Court. The Agreement

shall be subject to final termination as soon as the City/County has complied with all the requirements of the Agreement.

75. Once the City/County has determined that the termination requirements of paragraphs 73-74 have been met, the City/County shall advise the United States of its determination in writing. Thereafter, the parties anticipate a period of consultation, evaluation, and conferral. If the parties concur that the final termination requirements have been met, the parties anticipate filing a Joint Motion for Final Dismissal of this action. If the United States objects to Final Dismissal, the City/County may file a Motion for Final Dismissal. Once such a unilateral Motion is filed, a hearing shall be held to evaluate whether the conditions for final dismissal identified in paragraphs 73-74 (above) have been met. Nothing in this Agreement precludes the parties from jointly stipulating to termination of portions of this Agreement at any time.

### **FINDING PURSUANT TO THE PRISON LITIGATION REFORM ACT**

Having considered the foregoing Agreement, and the associated Joint Motion for Conditional Dismissal and Order of Conditional Dismissal, and based on the stipulation of the parties, the Court hereby finds:

1. The prospective relief in the Agreement is necessary to correct the violations of the federal rights of Muscogee County Jail inmates alleged by the United States.
2. The Agreement is narrowly drawn, extends no further than necessary to correct these violations, and is the least intrusive means necessary to correct these violations.
3. The Agreement will not have an adverse impact on public safety or the operation of a criminal justice system.
4. The Agreement complies with the requirements of the Prison Litigation Reform Act, 18 U.S.C. § 3626 *et seq.*
5. The parties have worked to settle this matter without the Court's intervention and have submitted a Joint Motion for Conditional Dismissal of this case pursuant to Federal Rule of Civil Procedure 41(a) (2).

Wherefore, this Agreement is entered as a judgment of the Court. An Order of Conditional Dismissal is being entered separately. The Agreement is not an adjudication on the merits and therefore shall have no preclusive effect except between the parties to this matter.

So Ordered, the \_\_\_\_ day of \_\_\_\_\_, 199\_.

\_\_\_\_\_

UNITED STATES DISTRICT JUDGE

AGREED TO BY:

Date: \_\_\_\_\_, 199\_

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