

Consent Decrees

FILED ENTERED
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

OCT 3 1988

AT BALTIMORE
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND

MICHAEL N. DOTSON, et al., *

BY

DEPUTY

Plaintiffs *

v. * Civil Action No. JH-87-3123

DONALD SATTERFIELD, et al., *

Defendants. *

* * * * *

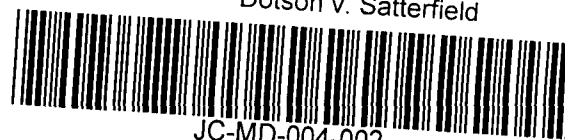
STIPULATED SETTLEMENT AGREEMENT

On February 1, 1988, Michael N. Dotson, et al., (hereinafter, "the plaintiffs") in this class action lawsuit filed their amended complaint alleging violations of the United States Constitution against Lemuel Chester, Jack Colburne, Charles Dayton, Calvin Travers, and William Wingate (hereinafter collectively referred to as "Commissioners"), Donald Satterfield and Philip H. McKelvey (hereinafter collectively referred to as "Sheriff") (both Commissioners and Sheriff sometimes collectively referred to as "defendants"). The parties herein now waive hearing and agree to the submission of this Stipulated Settlement Agreement to the Court for its review and approval.

I hereby attest and certify that the foregoing document is a full, true and correct copy of the original as the is in my office and in my legal custody.

JOSEPH A. MAS
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND

Dotson v. Satterfield



JC-MD-004-002

It is agreed by and between the parties as follows:

I. GENERAL PROVISIONS

A. This Agreement is entered into to resolve an existing dispute between plaintiffs, those individually named and those similarly situated, and the defendants, concerning appropriate conditions in and policies, procedures and practices necessary to operate the Dorchester County Jail in a manner which will satisfy federal constitutional standards. This Agreement satisfies and resolves the claims of the class of plaintiffs, excepting only any attorneys' fees and costs of plaintiffs' counsel. Any petition for said legal fees and costs filed by plaintiffs shall be structured so as to specify those fees assessed against the defendant Commissioners and the defendant Sheriff. Defendants reserve the right to contest any application made by plaintiffs for fees and costs.

B. Defendants do not admit nor is there any finding that any constitutional rights of plaintiffs have been violated. The defendants deny any said violation of plaintiffs' rights. The Commissioners have denied and continue to deny any legal responsibility for the procedures, policies, practices, administration, or operation of the Dorchester County Jail.

C. The plaintiffs brought this suit as a class action seeking to represent members of the class for purposes

of securing declaratory and injunctive relief. For purposes of this Agreement, the class shall be those persons which the Court has previously identified and certified as members of the class pursuant to its order dated July 13, 1988. The class includes those inmates who are confined in the Dorchester County Jail, or who may be so confined in the future.

D. The defendants agree to operate all Dorchester County institutions housing class members in a manner consistent with the terms of this Agreement and the Constitution of the United States. This Agreement in no way constitutes an adjudication or finding of any present or past unlawful practice by the defendants, it being fully understood that the defendants unequivocally deny that any such acts or practices exist or have occurred. The parties have entered into this Agreement solely as a means to put a reasonable end to the controversy and to avoid the costs, time and risks which litigation would involve for both parties.

E. The Court shall retain jurisdiction in this case until this Agreement is fully implemented and satisfactory and sustained compliance has been demonstrated by defendants in all substantive areas. At such time the defendants may move the Court for abrogation of this Agreement and dismissal of this case in whole or in part. Nothing stated herein shall prevent plaintiffs from moving the Court for additional or further relief upon a claim of non-compliance.

F. As long as the Court retains jurisdiction in this case, counsel for plaintiffs shall have access to and shall receive copies of documents which effectuate the implementation of this Agreement. Counsel for plaintiffs shall have access to all plaintiffs at reasonable times and under reasonable circumstances. Plaintiffs' counsel shall have access to all staff and institutions housing class members, upon reasonable notice to defendants' counsel. Defendants' counsel may be present at any meeting between plaintiffs' counsel and defendants' staff.

G. Defendants shall immediately explain the terms of this Agreement to all of their agents, servants, representatives, and employees, including institutional staff, correctional officers and other personnel, in order to ensure their understanding of the requirements of this Agreement and the necessity for strict compliance therewith. Defendants shall require strict compliance with this Agreement by said persons. Defendants shall require continued training of all staff regarding this Agreement.

H. Members of the plaintiff class agree not to engage in any acts which would result in non-compliance with any terms of this Agreement through no fault of the defendants. Members of the plaintiff class will assist the defendants in maintaining public property in the best condition

possible by not damaging or destroying public property in the institutions.

I. By entering into this Agreement, plaintiffs are not waiving any rights to pursue individual claims for declaratory, injunctive, and/or monetary relief. The only claims against defendant settled herein are claims for injunctive relief of a general nature as detailed in the amended complaint filed in this case, which are applicable to more than the individual circumstances of a particular plaintiff class member.

J. The parties agree that nothing in this Agreement is intended to prevent defendants from implementing new programs or changes in physical conditions which benefit plaintiffs, nor is the Agreement intended to, and it shall not, have the effect of diminishing the rights, programs or conditions which existed prior to this Agreement pursuant to defendants' policies, procedures or other lawsuit settlements; nor shall it diminish any substantive rights or procedural protection plaintiffs may now have or hereafter acquire under state or federal statutes. The defendants shall carry out every provision of this Agreement in good faith.

II. COMPLIANCE

The parties agree to retain an independent monitor, who shall be a person acceptable to both parties, to observe

and report upon compliance with the terms of this Agreement, and to give advice and recommendations to either party upon request. The parties have agreed to the appointment of Reverend Joseph Wenderoth, as monitor. Should Reverend Wenderoth become unable to continue service as monitor, the parties shall agree on a new monitor. If in the future the parties are unable to agree upon an individual to serve as monitor, each party will submit the names of three (3) persons willing to serve in this capacity to the Court. The Court will then appoint the monitor from this proffered list.

Fees and expenses of the monitor will be borne by defendants, and will be limited to a fee schedule agreed upon by the monitor and the defendants.

In carrying out the monitor's duties, consistent with the legitimate requirements of security, the monitor shall:

A. Have unobstructed access to staff, inmates or other knowledgeable persons for interviews or written communication regarding conditions within the institution.

B. Have complete and unobstructed access to files, records, reports, memoranda or other documents within the defendants' custody for purposes of compliance with the terms of this Agreement.

C. Have the authority to retain experts as the monitor may deem necessary, when such assistance is needed to

adequately assess compliance. Local experts will be used when available. The experts' fees and costs will be paid by the defendants.

D. Have unobstructed access to tour and inspect the institutions. Ordinarily the monitor will inform the Sheriff of his plans to visit the jail, but may visit unannounced if necessary.

E. Not be subject to dismissal except upon agreement of both parties, or by the Court upon motion of one of the parties and a showing of good cause.

F. The monitoring period shall continue for twelve (12) months from the date of the approval by the Court of this Agreement. During that time the monitor shall prepare four (4) reports summarizing the monitor's findings and evaluations. Copies of such reports shall be provided to counsel for the parties and the Court.

G. Counsel for plaintiffs will be provided with notice of all inspections by the monitor, and notice of all types of the material required by and/or delivered to the monitor by the defendants. Counsel for the plaintiffs and defendants will also be given a summary of all materials reviewed by the monitor that would be otherwise relevant and discoverable under the Federal Rules of Civil Procedure.

H. The monitor, with the agreement of both parties, shall have authority to extend the monitoring period for an additional six (6) months to allow for compliance, in which case the monitor will prepare two (2) more reports of findings and evaluations.

I. After three (3) months, following the date of the approval of this Agreement, and at the end of each subsequent three-month period thereafter, the defendants will file with the Court, the monitor and the plaintiffs a comprehensive plan outlining the means by which they intend to comply with the terms of this Agreement.

J. Nothing contained in this Agreement shall preclude the monitor from consulting in confidence with either party about suggestions or recommendations beyond the scope of this Agreement.

III. SUBSTANTIVE AGREEMENTS

In order to alleviate the overcrowded conditions alleged to exist at the Dorchester County Jail, and to protect the needs of the public, the parties agree that the standards of the Maryland Commission on Correctional Standards shall be met. The parties further agree as follows:

A. Pre-Trial Release Program. The Commissioners agree to design and implement a pre-trial release program, as described in Attachment A, no later than January 1, 1989. The Commissioners further agree to provide adequate funding for

this program which initially will require at least one full-time staff person to operate the program. Funding will be increased as necessary to ensure adequate supervision of all persons participating in the program and to ensure participation in the program by all persons who meet the described qualifications.

B. Work Release Program. The Commissioners agree to design and implement a work release program, as described in Attachment B, no later than January 1, 1989. The Commissioners further agree to provide adequate funding for this program which initially will require at least one full-time staff person to operate the program. Funding will be increased as necessary to ensure adequate supervision of all persons participating in the program and to ensure participation in the program by all persons who meet the described qualifications.

The Commissioners shall, and are instructed and authorized by the Court to, implement such ordinances as may be necessary to ensure that all sentenced prisoners committed to the custody of the Sheriff and/or the Dorchester County Jail are eligible for consideration for said program.

C. Food Service. Food service will be in compliance with the American Correctional Association's Standards for Small Jail Facilities dated August 1987, at pages 44-46: Facility Standard LD50-124 up to and including Standard LD50-133.

D. Population and Physical Conditions of the Jail.

The existing Dorchester County Jail shall at no time be used to house more than 35 individuals. Said 35 individuals shall not be housed in the Dorchester County Jail unless all applicable fire safety codes and staffing requirements are met, as certified by the monitor and the fire safety engineer, Michael Thompson. The parties further agree that fire evacuation procedures acceptable to the monitor and the fire safety engineer shall be implemented immediately. The parties agree that the current Life Safety Code of the National Fire Protection Association applies to this institution.

In the event that all code regulations pertaining to fire safety cannot be met within ten (10) days of the signing of this Agreement, as certified by the monitor and the fire safety engineer, the parties agree that the population of the Dorchester County Jail will immediately be reduced to 24 individuals. The population will not be increased to the 35 individuals unless, as certified by the monitor and fire safety engineer, all applicable fire safety code regulations are met. In any event, all applicable fire safety code regulations shall be met by January 1, 1989. In the event that these standards are not met, as certified by the monitor and fire safety engineer, all prisoners must be removed from the Dorchester County Jail.

Immediately upon the signing of this Agreement, no individuals will be housed in the second-floor, women's dormitory area.

The parties further agree that in the interest of fire safety, there shall be direct, continuous supervision by staff throughout the institution where prisoners are housed. Supervision by television monitors may not be substituted for direct staff supervision. This supervision shall be documented.

E. Sanitation and Maintenance. The facility will be operated in accordance with the American Correction Association's Standards for Small Jail Facilities dated August 1987, specifically, Standards LD50-134 through LD50-138 and LD50-64.

The parties further acknowledge that it is the obligation of the facility to meet the applicable standards of the Maryland Commission on Correctional Standards.

F. Classification. The Dorchester County Jail shall comply with the relevant provisions of the Maryland Commission on Correctional Standards and further agree that aggressive, vulnerable, mentally ill or disabled persons, and persons designated for separation as a result of initial medical screening, shall not be housed with the general population.

G. Recreation, Out-Of-Cell Time and Exercise.

Prisoners shall not be locked in their cells except at night, from "lights out" to morning wake-up, or for valid security and safety reasons which will be documented and reviewed by the monitor. The Sheriff, in consultation with and subject to the approval of the monitor, shall develop and implement a program to provide adequate prisoner exercise and recreation. The program shall include at least eight hours per day outside the tier and the opportunity for daily outdoor exercise. Appropriate equipment shall be provided for indoor and outdoor exercise and recreation. Adequate staff shall be provided for these programs.


H. Visitation. The Dorchester County Jail, in consultation with and subject to the approval of the monitor, shall develop a policy and program to ensure adequate visitation for all prisoners and shall provide such staff and facilities as are needed to accomplish the same. Visitation will be allowed at least two days per week, for not less than one-half hour per visit.

I. Medical/Mental Health/Dental. The Dorchester County Jail will comply with the standards of Maryland Commission on Correctional Standards with regard to health services.

J. The Commissioners are instructed and authorized by the Court to obtain or raise such funds as are necessary to effect this Agreement.

K. Access to the Courts. The parties further agree to defer consideration of the issue of access to the courts and reserve this issue for trial, should the need arise. Said deferral shall exist for a minimum of 120 days, at which time the parties, having had the benefit of functioning under this Agreement for said period of time, shall discuss and work toward a resolution of the access issue. Should this not be possible, the parties agree to notify the Court and request a hearing on that limited issue only.


The parties further agree that they shall execute all necessary documents, releases and dismissals to effectuate the terms of this settlement.



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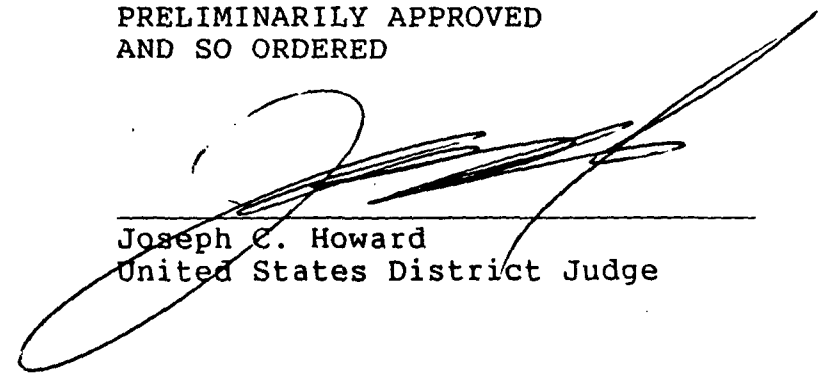


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Attorney for Sheriff

PRELIMINARILY APPROVED
AND SO ORDERED



Joseph C. Howard
United States District Judge