

SETTLEMENT AGREEMENT

I. INTRODUCTION

On August 24, 2000, the United States notified Shelby County officials of its intent to investigate conditions of confinement at the Shelby County Jail, pursuant to the Civil Rights of Institutionalized Persons Act, 42 U.S.C. § 1997. On October 4-6 and December 11-13, 2000, the United States toured the Shelby County Jail with consultants in the fields of penology, correctional health care, environmental health and safety, and mental health care.

Throughout the course of the investigation and inspection of the facilities, the United States received complete cooperation and access to all facilities and documents from Shelby County Sheriff A.C. Gilles and the staff of the Office of the Sheriff and the Sheriff's Legal Advisor, from Chief Jailer Marron Hopkins and his staff, and from County Attorney Donnie E. Wilson and Chief Administrative Officer Jimmy M. Kelly, and staff throughout the Shelby County government.

On June 27, 2001, the United States issued a findings letter ("Findings Letter"), pursuant to 42 U.S.C. § 1997(a)(1), which concluded that certain conditions in the Shelby County Jail violated the constitutional rights of detainees and recommended remedial measures. Attorneys for the United States met with Shelby County officials in July 2001, to begin negotiations on an agreement to address and remedy the concerns raised in the

Findings Letter. County officials subsequently provided a substantive written response to the United States that proposed corrective measures and proposed means of monitoring and documenting those changes, many of which are incorporated in this proposed agreement.

The United States acknowledges that Shelby County has already begun drafting many of the new and revised policies and procedures required by the Settlement Agreement ("Agreement"), some of which may be completed prior to execution of this Agreement.

The parties agree that this Agreement does not constitute an admission by the defendants of the truth of findings contained in the Findings Letter and does not constitute an admission of liability by the defendants. The parties enter into this Agreement solely for the purpose of avoiding the risks and burdens of litigation.

II. DEFINITIONS

1. "County" shall refer to defendants Shelby County, Tennessee, the Sheriff of Shelby County in his official capacity, the Mayor of Shelby County in his official capacity, and their agents and successors in office.

2. "DOJ" shall refer to the United States Department of Justice.

3. "Inmates" or "detainees" shall refer to individuals sentenced to, incarcerated in, detained at, or otherwise confined at Shelby County Jail.

4. "Shelby County Jail" ("SCJ") shall mean the jail facility located at 201 Poplar Avenue in Memphis, Tennessee (the "Jail"), and the facility currently housing female detainees in East Memphis ("Jail East"), as well as any facility that is built to replace or supplement the SCJ. The terms of this Agreement shall apply to all SCJ facilities, unless specifically noted otherwise.

5. "Jail Compliance Unit" shall refer to SCJ's internal unit responsible for conducting, inter alia, security audits, including audits of tool and key control practices, and other inspections and random checks required under this Agreement, except where another entity or staff person is specified by this Agreement to conduct such inspections (e.g., monitoring of gang activity, health care services, food services and maintenance).

6. "Gang Intelligence Unit" shall refer to the staff members with responsibilities related to monitoring and controlling gang activity at SCJ.

7. "Qualified Medical Professional" shall mean an individual with a minimum of masters-level education and training in medicine or nursing, who is currently licensed by the State of

Tennessee to deliver those health care services they have undertaken to provide.

8. "Qualified Medical Workers" and "Qualified Medical Staff" shall refer to individuals who have completed an educational program at an accredited school of nursing, and who have complied with licensing requirements in the State of Tennessee; or, individuals with substantially equivalent education and training, and two years of experience providing health care services.

9. "Qualified Mental Health Professional" shall refer to:

a) an individual with a minimum of masters-level education and training in psychiatry, psychology, counseling, social work or psychiatric nursing, who is currently licensed by the State of Tennessee to deliver those mental health services they have undertaken to provide; except that a social worker with masters-level education, training and experience may practice consistent with Tennessee state guidelines without obtaining a license in social work; or, b) a registered nurse with a bachelor's degree in nursing with a minimum of two (2) years psychiatric experience, or a registered nurse with a minimum of five (5) years psychiatric experience.

10. "Qualified Mental Health Workers" and "Qualified Mental Health Staff" shall refer to individuals with a minimum of a bachelor's degree and two years of experience providing mental health services.

11. The term "special needs inmates" shall refer to those inmates who are suicidal, mentally ill, mentally retarded, intoxicated, seriously or chronically ill, physically disabled, or otherwise a danger to themselves.

12. "Security staff" shall mean all employees, irrespective of job title, whose regular duties include supervision of inmates at the SCJ.

13. The term "Semi-annual Report" shall mean reports SCJ will submit to the United States to demonstrate its compliance with this Agreement as specified in paragraph 84 (below).

14. The term "100 Day Report" shall mean a report submitted by Shelby County to the United States within 130 days of execution of this Agreement to demonstrate its compliance with those provisions for which a 100 day report is specified.

III. SUBSTANTIVE REMEDIAL MEASURES

A. SECURITY, SUPERVISION AND PROTECTION FROM HARM

Security Staffing and Training

15. In order to improve sight and sound supervision of inmates in their housing units, the Jail shall convert the majority of inmate living spaces to a direct model of supervision in which the security staff's work station is located inside the inmate housing unit (either inside a pod or a dormitory). Within 100 days of this Agreement, the County shall provide DOJ with a written schedule for conversion of the living units that remain

