

DISTRICT COURT, COUNTY OF EL PASO, STATE OF COLORADO
Civil Action No. 84CV906, Division 8

STIPULATION AND CONSENT DECREE

JUDY RENALDE, et al.,

Plaintiffs,

vs.

CHASE RIVELAND, et al.,

Defendants.

Renalde v. Riveland



PC-CO-006-004

This class action was commenced in April of 1984, by thirteen (13) women inmates on behalf of all persons incarcerated in the Colorado Women's Correctional Facility (CWCF), in Fremont County, Colorado.

The suit challenged alleged overcrowding, illegal deficiencies and sanitation, safety, medical care, and food service, and discrimination against handicapped inmates. Damages were requested for the named Plaintiffs and injunctive and declaratory relief was sought against Defendants under state and federal statutory and constitutional theories. The named defendants filed their Answer generally denying wrongful acts or conditions and plaintiffs moved for preliminary injunctive relief. A hearing on plaintiffs' motion was continued at the request of all parties, and substantive negotiations were commenced.

The parties and their attorneys have concluded that pursuing this litigation is not in their best interests. Accordingly, plaintiffs, defendants, and their attorneys have agreed to resolve this action pursuant to a Stipulation and Consent Decree, the terms and conditions of which are as follows:

I. GENERAL PROVISIONS

A. Except as otherwise stated below, this Stipulation resolves all issues raised in the pleadings of the parties on file in this action. It does not, however, purport to resolve any issues involving plaintiffs' rights of access to the courts.

B. The terms of this Stipulation may be specifically enforced. Additionally, violations of this Stipulation may be punished through contempt proceedings.

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C. Nothing in this Stipulation shall be construed to approve or disapprove reductions in the current levels of privileges, facilities, programs, rights, or freedoms enjoyed by the plaintiff class.

D. The Court shall have continuing jurisdiction to enforce the provisions of this Stipulation for a period of twelve (12) months from the date on which the Stipulation is approved by the Court unless, for good cause shown, either party requests continuation of the Court's jurisdiction in whole or part. Good cause shall consist of a finding, by a preponderance of the evidence, that the terms of this Stipulation have not been satisfied. Upon motion by either party, the Court, for good cause, may terminate its jurisdiction in whole or in part at any time. Good cause for terminating the Court's jurisdiction will exist whenever it appears to the Court's satisfaction that the terms of this agreement have been fulfilled and will continue to be fulfilled without judicial supervision.

E. The parties acknowledge that while the Court retains jurisdiction over this Stipulation, inmates, in some situations, may have claims for money damages or injunctive relief which can be resolved most efficiently outside of the contempt process. The parties therefore stipulate that inmate complaints of alleged violations of this agreement will be referred to plaintiffs' counsel who will set forth the alleged violations in writing to the Colorado Attorney General's office and will confer in good faith with defendants and their attorneys in an attempt to resolve any disputes between the parties without the necessity of court action. If no resolution is achieved, plaintiffs' counsel may seek judicial intervention to enforce the Stipulation or to impose contempt sanctions. It is understood that plaintiffs' counsel may decline to seek judicial intervention, in which case an aggrieved inmate may seek permission of this honorable Court to file an independent civil action. No inmate who is a member of the class described below shall be permitted to pursue a civil action independent of this class action, except upon motion and court order permitting such inmate to pursue her individual claims in a separate action.

II. CLASS CERTIFICATION

The parties hereby stipulate, and by Court approval of the Stipulation, the Court certifies, the plaintiff class consisting of all women inmates sentenced to the custody of the Department of Corrections and housed at C.W.C.F. as of the date of filing of the Complaint and thereafter until the termination of the Court's jurisdiction as described above.

II. MANAGEMENT OF INMATES ASSIGNED TO THE INFIRMARY

A. Separation of Inmates. Defendants stipulate that at all times they will keep healthy inmates, inmates recovering from surgery, and new arrivals not yet medically screened, housed separately from one another.

B. Overcrowding in Infirmary Area. Two cells are located on the Infirmary Wing for use as a medical segregation area. During the period covered by this Stipulation, defendants stipulate that no more than eight (8) inmates will be assigned to the remainder of the Infirmary Wing at any one time. Under emergency conditions, any individual inmate may be housed in the Infirmary Wing for no more than five (5) consecutive days, not to exceed forty-five (45) days for all inmates during the twelve-month (12-month) period following the Court's approval of this Stipulation.

IV. SECURE STORAGE

A. All inmates, regardless of housing assignment, shall be afforded reasonably, adequate, secure storage for their property.

V. MEDICAL SERVICES

A. Inmates at Colorado Women's Correctional Facility shall be afforded medical, dental and mental health treatment and services and facilities substantially equal to those afforded to male inmates within the Canon Correctional Complex.

B. Defendants stipulate that inmate medical complaints and requests for medical attention will be documented in the inmate's file, and a written copy of each such complaint or request shall be furnished to the inmate on request.

C. Defendants stipulate that outside professional medical recommendations shall be documented in the inmate's file. If such medical recommendations are not followed, Department of Corrections' medical staff will document the reasons why any such recommendation was not followed.

D. Defendants stipulate that emergency medical care shall be available with at least a physician's assistant on 24-hour call, access to 16-hour on-site nursing care and 24-hour nursing care, and a staff member at the Colorado Women's Correctional Facility 24 hours a day who has completed a professionally recognized course of study in advanced first aid and cardiopulmonary resuscitation (CPR).

E. Defendants stipulate that, prior to the construction of the new infirmary upon the premises of the Colorado

Territorial Correctional Facility, the Department of Corrections will see that space is made available for female inmates from beds which have been allotted to the Department of Corrections at the Colorado State Hospital. This will be done on an as-needed basis. If space at the Colorado State Hospital becomes unavailable, before the completion of this new infirmary, defendants will see that other suitable accommodations are made including placement and/or contracts for 24-hour nursing services.

VI. ACTIVITIES

A. Defendants will provide Plaintiffs with substantially the same levels of activities as are made available to male inmates within the penal facilities subject to the consent decree in Ramos v. Lamm, No. 77-K-1093 (D. Colo.).

B. Defendants stipulate that the State of Colorado has commissioned a study which will include women's correctional programming and facilities. This study is expected to be completed in about March, 1986. Defendants agree to furnish a copy of such study to the Plaintiffs' counsel once such study has been completed.

C. Defendants will establish a Trades Council Advisory Board for Vocational Education. This Board will make recommendations concerning the type of vocational classes which should be offered to female inmates based on community needs for those services in the market place. Defendants stipulate to make these recommendations available to Plaintiffs when they are completed.

VII. HANDICAPPED ACCESS

A. A handicapped-accessible housing area has been constructed by Defendants which meets applicable State building codes and which provides housing for four women inmates with special needs.

B. Defendants stipulate that disabled women inmates will not be excluded from activities involving non-disabled women inmates, except on the basis of bona fide qualification(s) inherent to the activity in question or instructions from medical staff.

C. Defendants will construct a door to the handicapped access area for the purpose of providing adequate security to those inmates housed therein and will provide keys to those inmates so housed. Defendants will also install an intercom system in the handicapped access room and a defuser on the present ventilation system leading to that room.

VIII. PHYSICAL CONDITIONS

A. Codes. All existing buildings at C.W.C.F. shall meet the provisions of the Uniform Building Code, the Colorado Technical Plumbing Code, and the National Electrical Code which were in effect as of the date each building was constructed, if applicable. New buildings and improvements shall meet all applicable provisions of the foregoing codes in effect at the time of construction. Defendants hereby agree to request all appropriate state and local officials having responsibility for enforcing these codes inspect C.W.C.F. within ninety (90) days from the date of this stipulation. If any deficiencies are revealed by the inspections, the deficiencies will be eliminated pursuant to Paragraph (D) below and all necessary repairs made within six (6) months from the date of notice of the deficiency.

B. Food Service. The Department of Corrections shall comply with state law and the rules and regulations governing sanitation of food service establishments promulgated by the Colorado Department of Health. C.W.C.F. will be inspected by the Colorado Department of Health every six (6) months to ensure compliance with these standards. Any deficiencies shall be corrected promptly and, in no event, later than three (3) months after the first inspection noting the deficiency. Reports of all such inspections shall be furnished to Plaintiffs' counsel.

C. Fire Safety. All buildings OF C.W.C.F. in which members of the plaintiff's class are housed shall meet applicable fire safety and prevention standards. Defendants shall request that the local fire marshall inspect the facility and the procedures utilized for fire safety every six (6) months and, consistent with the results of the inspections and the recommendations made by the fire marshall, adequately provide for the safety of inmates in case of fire. Reports of these inspections shall be furnished to plaintiffs' counsel.

D. Code Compliance. Whenever under Paragraphs (A), (B), or (C) above, an inspection reveals a code violation or whenever plaintiffs notify defendants in writing of an alleged code violation, defendants, within thirty (30) days of learning of the alleged violation, may seek a court order excusing them from rectifying the violation. The Court may excuse the violation if defendants, by a preponderance of the evidence, establish that the violation does not affect the health, safety and general welfare of the inmates and the existence of the violation does not otherwise contravene the provisions of the United States Constitution.

E. Heating. Defendants agree to provide adequate heating to inmates housed at C.W.C.F.

F. Lighting. Defendants agree to provide an adequate supply of desk lamps for purchase at the inmate's canteen and to purchase desk lamps for all inmates who are indigent under the regulations of the Department of Corrections.

XI. GRIEVANCE PROCEDURE

Within thirty (30) days of the court's approval of this Stipulation and Consent Decree the defendants agree to fully implement at CWCf any and all changes to their grievance system to have it conform to the grievance system in effect or as modified at the DOC penal facilities which are the subject of the pending action in Ramos v. Lamm, No. 77-K-1093 (D.Colo.).

X. STATE EQUAL RIGHTS AMENDMENT CLAIMS

The parties agree that this Stipulation and Consent Decree fully disposes of all claims which were brought by Plaintiffs under the Equal Rights Amendment to the Colorado Constitution having to do with equal access to and availability of:

1. medical, dental, mental health services, and;
2. vocational, work, and prison industries programs.

All other claims which were brought under such provision are hereby dismissed with prejudice.

XI. MONETARY DAMAGES

Plaintiffs stipulate that pursuant to agreement, the individual claims for money damages of the named plaintiffs represented by Colorado Rural Legal Services (C.R.L.S.) and the American Civil Liberties Union (A.C.L.U.) are dismissed with prejudice. This settlement does not address the monetary damage claims of those inmates not so represented.

XII. ATTORNEYS FEES AND COSTS

In settlement of all claims for attorney's fees and costs to the time of the court's approval of this Stipulation and Consent Decree defendants agree to pay to plaintiffs' counsel the sum of Thirteen Thousand Five Hundred Dollars (\$13,500). Neither party shall be entitled to an award of any more fees or costs unless one of the parties has breached this Stipulation and Consent Decree and fees and costs are necessarily incurred by the non-breaching party in obtaining compliance. At such time, if any, the non-breaching party shall not be precluded from applying to the Court for an order for its reasonable fees and costs expended in enforcing compliance subsequent to the


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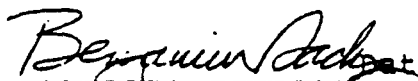
date of the Court's approval of this Stipulation and Consent Decree.


XIII. MONITORING

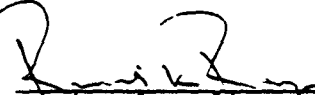
A. Six (6) months from the date of Court approval of this Stipulation and Consent Decree, defendants shall furnish to plaintiffs' counsel a report detailing the steps that have been taken to ensure that the terms of this agreement are being carried out. The report should also discuss the existence of any problems which may prevent the attainment of any commitments contained herein.

B. In addition to any other conferences that may become necessary, the parties hereby agree to meet approximately six (6) months, and one (1) year after the Court's approval of this Stipulation and Consent Decree, to discuss the status of compliance efforts and to attempt, in good faith, to resolve any disputes short of court action. During the life of this Consent Decree plaintiffs' counsel shall be permitted to freely communicate with the inmate class and inspect the facilities in which they are housed.


Date: 2/10/86
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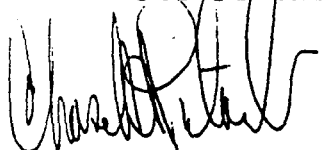

Date: 2/10/86
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Colorado Department of
Corrections


Date: 2/17/86
Richard Mills
Superintendent of C.W.C.F.

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