

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA

FILED IN OPEN COURT  
SEP 26 1996  
RICHARD T. MARTIN, CLERK  
U.S. DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA

HAYES WILLIAMS, ET AL

VERSUS

JOHN J. MCKEITHEN, ET AL

CIVIL ACTION

NO. 71-98-B

**PETITION FOR ORDER APPROVING  
SETTLEMENT FOR PURPOSE OF  
TERMINATING CONSENT DECREES**

This Petition for Order Approving Settlement for the Purpose of Terminating Consent Decrees (the "Agreement") is entered by and between the Plaintiffs and Defendants, as defined below, in the civil action entitled Hayes Williams, et al v. John J. McKeithen, et al, number 71-98B on the docket of the United States District Court for the Middle District of Louisiana (the "Lawsuit"). This Agreement is entered into on the day and date below written with the express purpose of resolving the differences between them and finally and forever resolving the Lawsuit. This Agreement is not a consent decree or judgment but rather reflects the concessions of the parties made for the sole purpose of terminating existing consent decrees. The Plaintiffs and Defendants do not hereby relinquish any rights by this Agreement to exercise after April 1, 1997 any rights which either party may have under the provisions of the Prison Litigation Reform Act of 1995 (18 U.S.C. §3626).

**ARTICLE I  
Definition**

The "State" collectively refers to the Governor of the State of Louisiana and the Secretary of the Department of Public Safety and Corrections ("DPSC").

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PC-LA-001-008

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"Plaintiffs" refers to that class of inmates convicted of a felony and sentenced to the Louisiana Department of Public Safety and Corrections and housed in a State DPSC facility.

"DPSC Inmates" refers to adult inmates sentenced to the custody of the DPSC.

"Defendants" refers to all named defendants in the Lawsuit.

"State Facilities" or "DPSC Facilities" refer to the following facilities:

1. Elayn Hunt Correctional Center
2. Allen Correction Center
3. Winn Correctional Center
4. Avoyelles Correctional Center
5. David Wade Correctional Center
6. Work Training Facility - North
7. Louisiana State Police Barracks
8. Phelps Correctional Center
9. Washington Correctional Institute
10. Dixon Correctional Institute
11. Louisiana Correctional Institute for Women

"Non-Secure Facilities" refers to facilities listed in Exhibit A-2, as supplemented, which facilities are characterized by lack of security features (such as perimeter enclosures and building hardware that does not significantly restrict access and egress), and by program components that are primarily rehabilitative or re-integrative in nature, such as group homes or work release centers.

"Non-DPSC Facilities" refers to secure parish of local jails listed in Exhibit A-1, that may hold adult inmates sentenced to the custody of the DPSC.

"LSP" shall refer to the Louisiana State Penitentiary at Angola. That institution is not included in this Agreement and remains on the Court's docket subject to further resolution and the prior orders and judgments of this Court.

"Juvenile Facilities" shall refer collectively to the Louisiana Training Institute -- Monroe, the Louisiana Training Institute -- Bridge City, the Jetson Correctional Center for Youth,

and the Tallulah Correctional Center for Youth. Those institutions are not included in this Agreement and remain on the Court's docket subject to further resolution and the prior orders and judgments of this Court.

## ARTICLE II Scope

2.1 **DPSC Facilities.** Plaintiffs and the State agree to the entry of an Order Approving Settlement, releasing the DPSC Facilities governed by this Agreement, effective April 1, 1997, provided each institution maintains its ACA accreditation and is ACA accredited on April 1, 1997. The maximum population capacities remain in effect until that date, subject to further orders of the Court.

2.2 **Non-DPSC Facilities.** DPSC has declared that the Sheriffs of the State of Louisiana are part of the solution to resolving the capacity problem of housing State prisoners. The State has established a formal and announced partnership with the Sheriffs and certain private parties for the housing of DPSC prisoners. The State hereby seeks formal approval by this Court of such housing of State prisoners and the Court hereby agrees to grant the State's request to house State inmates in Non-DPSC Facilities. During the period of this Agreement, i.e., until April 1, 1997, the DPSC will incarcerate adult inmates sentenced to the custody of the DPSC in the following secure facilities: LSP, the DPSC Facilities and the Non-DPSC Facilities identified in Exhibit A-1. The DPSC shall petition the Court for approval to utilize any other secure facility to house adult inmates prior to April 1, 1997.

The Basic Jail Guidelines (attached as Exhibit B) are designed to assure that the fundamental constitutional rights of DPSC Inmates housed in secure Non-DPSC Facilities are not

jeopardized by such arrangements. Nothing herein will operate in any manner to affect any consent decree, order or judgment of any other court affecting Non-DPSC Facilities, except as provided in Article IV of this Agreement. Nothing in this Agreement is intended as a consent decree entered by any sheriff or jail administrator who is dismissed pursuant to the orders issued by this Court pursuant to Article IV of this Agreement.

2.3 **Non-Secure Facilities.** DPSC has declared that work release centers and other non-secure facilities are part of the solution to the housing of DPSC Inmates. The State has established a network of Non-Secure Facilities that house DPSC Inmates. Exhibit A-2 is a list of Non-Secure Facilities in which DPSC Inmates currently are housed. By October 15, 1996, the DPSC shall supplement that list to identify all Non-Secure Facilities housing DPSC Inmates as of September 30, 1996 other than hospitals or other facilities where inmates have been assigned under the direction of health care providers. The DPSC acknowledges that some of these facilities are subject to consent decrees entered by this Court. The Court hereby approves housing DPSC Inmates in all such facilities, whether or not the facility is covered by a consent decree. For the sole purpose of settling the Lawsuit, as provided herein, the DPSC agrees that until April 1, 1997, if any court properly determines, after notice and hearing, that the constitutional rights of DPSC Inmates in a Non-Secure Facility are being violated, then the DPSC shall remove DPSC Inmates from such facility or take such other action as is necessary to remedy the violation and to assure that similar future violations do not occur. Until April 1, 1997, upon entering an order based on such a finding of unconstitutional conditions, the Court may order the Secretary of the DPSC and the Executive Counsel of the Governor to take action to assure that the DPSC implements an appropriate remedy to address the violation. The DPSC agrees to allow

a Court's expert access to all Non-Secure Facilities in which DPSC Inmates are housed through April 1, 1997. The inspections shall be for the purpose of determining whether DPSC Inmates housed in those facilities are subjected to violations of the United States Constitution. Any suit alleging violation of the United States Constitution shall be initiated as a separate action in a court of proper venue and shall not be cause for those facilities to become subject to supervision of a court except through such action. Nothing in this Agreement is intended to create a new consent decree affecting Non-Secure Facilities.

2.4 **Juveniles.** The DPSC shall house juveniles whose classification requires custody in a secure detention facility in the following secure DPSC facilities: the Louisiana Training Institute -- Monroe, the Louisiana Training Institute -- Bridge City and the Jetson Correctional Center for Youth. DPSC also shall house such juveniles in the Tallulah Correctional Center for Youth and other local and community facilities. On or before October 15, 1996, the DPSC will submit a list of all secure juvenile facilities in which juveniles sentenced to the custody of the DPSC were housed as of September 30, 1996. On or before October 15, 1996, the DPSC will identify by category and provide number of juveniles committed to its custody who are in other local, community or other placement, such as group houses, foster care and shelter care facilities. Exhibit A-3 identifies other entities that provide housing and other services for juveniles committed to DPSC custody.

2.5 **Williams II.** Hayes Williams v. Edwards, Number 92-1 on the docket of this Court ("Williams II") was tried in September, 1994 and is awaiting decision. Williams II is not included in this settlement and remains on the Court's docket for resolution. Nothing contained herein shall be considered an admission or finding of constitutionality or

unconstitutionality as to any matter at issue in the Williams II litigation. The parties and the Court will continue to attempt to resolve the issues tried in Williams II in future negotiations.

2.6 **LSP and Juvenile Facilities.** LSP and the Juvenile Facilities are not included in this settlement and remain on the Court's docket for resolution and are subject to the prior orders and judgments rendered by this Court.

**ARTICLE III**  
**DPSC Facilities**

3.1 **DPSC Facilities Released.** The State and Plaintiffs agree that the below listed DPSC Facilities are to be fully released from court supervision, effective April 1, 1997, with the maximum population capacities indicated below:

<b>INSTITUTION</b>	<b>CAPACITY</b>
Allen Correctional Center	1794
Avoyelles Correctional Center	1794
Dixon Correctional Institute	1689
Elayn Hunt Correctional Center	2038
Louisiana Correctional Center for Women	1016
Phelps Correctional Center	877
State Police Barracks	206
David Wade Correctional Center	1167
Washington Correctional Institute	1276
Winn Correctional Center	1794
Work Training Facility North	485

The State and Plaintiffs acknowledge that 140 of the beds at Dixon Correctional Center are within the "Blue Walters" program and are not yet available as of the date of this Agreement.

3.2 **Allocation and Adjustments of Population; Realization of Capacity.**

The maximum capacities in paragraph 3.1 are for existing structures and additional capacity that may be added by new construction and other housing subject to capacities that may be set by Louisiana regulatory authorities. The State agrees that it will take all reasonable steps to obtain such funding and complete construction projects required to realize the capacities in each institution listed in paragraph 3.1, above. The maximum capacities and allocation of beds in any given institution may be adjusted to reflect good correctional management practices, security concerns, operational needs of the institution and demands of Louisiana sentencing practices. Through April 1, 1997, the DPSC shall seek leave of the Court to change or modify population capacities at DPSC Facilities. The DPSC further agrees to allow the Court's expert unimpeded access to LSP and all juvenile facilities until further orders of this Court.

3.3 **Access of Expert.** The DPSC agrees to allow a Court's expert unimpeded access to all DPSC Facilities listed in paragraph 3.1, above, through April 1, 1997; provided, however, that nothing discovered in these inspections shall cause these DPSC Facilities to be subjected to supervision of the Court in this action after April 1, 1997.

3.4 **Reporting Requirements for DPSC Facilities.** Through April 1, 1997, the DPSC shall submit to the Court a monthly report from each DPSC Facility stating whether that facility is in compliance with the population capacity limitations and minimum medical, security and other staffing requirements applicable to the facility under the present consent decree. The report for each month shall be submitted by 15th of the following month, through March 15, 1997. Through April 1, 1997, the DPSC also shall report escapes and deaths at DPSC Facilities and any emergency situations at the DPSC Facilities that may require changes in the population

of the facility (such as floods). These events shall be reported within ten days of their occurrence. Through April 1, 1997, the DPSC also shall report the loss of ACA accreditation of any of the DPSC Facilities within ten days of receipt of notification.

3.5 **Maintenance of ACA Accreditation.** Through April 1, 1997, ACA accreditation shall be maintained at all of the DPSC Facilities. Any DPSC facility subject to this settlement shall be deleted from the final order of dismissal to be signed on April 1, 1997 if that facility is not accredited by the ACA on that date.

#### **ARTICLE IV** **Non-DPSC Facilities**

4.1 **Dismissal of Non-DPSC Facilities.** Attached as Exhibit A-1 is a list of Non-DPSC Facilities in which adult inmates sentenced to the custody of the DPSC may be incarcerated. The Court will authorize the inspection and utilization of such facilities and will order dismissal of all consent decrees governing such facilities as of April 1, 1997. On or before October 15, 1996 and the 15th day of each succeeding month through March 15, 1997, the Secretary shall certify that all secure parish or other local facilities housing DPSC inmates have been found in compliance with the Basic Jail Guidelines which are attached to this Agreement as Exhibit B. Furthermore, the Secretary shall exercise reasonable diligence in identifying and requiring correction of deficiencies in accordance with the Statement of DPSC Goals in Enforcement of Basic Jail Guidelines, Exhibit C. Those sheriffs or other administrators of local facilities who are subject to inspections by the Court's expert for the purpose of verifying compliance with the Basic Jail Guidelines shall be released from court supervision effective April 1, 1997 in accordance with the orders of this Court and the documents and order attached in globo as Exhibit D.



4.2 **Defendants' Responsibilities With Respect to Non-DPSC Facilities.**

The Governor of the State has delegated to the Secretary of the DPSC responsibility to assure that inmates sentenced to the custody of the DPSC and housed in secure Non-DPSC Facilities are incarcerated in accordance with the Basic Jail Guidelines ("BJG"). The Governor discharges his responsibility under this Agreement by conferring on the Executive Counsel the duty to respond to the Court with the Secretary should an issue arise regarding the State's proper discharge of its responsibility in these regards. Through January 31, 1997, with respect to the secure Non-DPSC Facilities. (1) The Secretary of the DPSC shall report to the Court, in camera, incidents, unusual occurrences and irregularities at Non-DPSC Facilities. (2) The DPSC shall implement a classification plan for Non-DPSC Facilities in accordance with the outline set forth in Article V of this Agreement. (3) The Secretary of the DPSC shall assure that the Non-DPSC Facilities are monitored and that the BJGs are enforced. (4) The Secretary of the DPSC shall report to the Court, in camera, any violation of the Basic Jail Guidelines and the action taken or to be taken by the Secretary to remedy the violation.

4.3 **Access of Expert.** In accordance with the orders directed to the sheriffs and administrator of Non-DPSC Facilities, the Court's expert shall have unimpeded access to all secure Non-DPSC Facilities in which DPSC prisoners are being held. This inspection is for the purpose of verifying compliance with the Basic Jail Guidelines.

**ARTICLE V**  
**Classification Plan for Non-DPSC Facilities**

DPSC, in its partnership with the Non-DPSC Facilities, shall classify inmates incarcerated in Non-DPSC Facilities according to the plan described in this Article. Within 30

days of entry of the Order Approving Settlement, the DPSC shall notify the wardens of all Non-DPSC Facilities of the elements of the plan.

All inmates convicted and sentenced to the custody of the DPSC are subject to classification and transfer to any facility chosen by the DPSC. Nothing in this Agreement or any other agreement shall be deemed to confer upon any inmate a right to be placed in, or transferred to, any particular facility or to choose the facility in which the inmate will be housed. Such determination is in the exclusive discretion of the Secretary. The DPSC has a goal, where and when practical, to provide intake evaluation of all inmates committed to the custody of the DPSC and then, as needed for bed space management, transfer back to a Non-DPSC Facility.

The DPSC will give priority to housing of inmates who exhibit such medical or mental health conditions that make it impractical or impossible for a local facility to manage effectively such inmates. In addition, inmates needing or requiring increased custody status will be given priority. Thereafter, inmates will be prioritized for intake based on length of sentence. The initial plan for intake, subject to other requirements above, is as follows:

Inmates sentenced to a period in excess of fifteen years are to be processed into ARDC and classified as soon as practical upon becoming eligible. To the extent space is available and subject to DPSC discretion, inmates with more than fifteen years shall be given priority in available space in DPSC Facilities and LSP.

Inmates with sentences between eight years and fifteen years are to be processed into ARDC as soon as practical and assigned to the facility best suited to meet institutional needs, the DPSC plans for housing inmates, geographical and such other considerations of the inmate as may be relevant. Inmates in this category may be housed in a DPSC Facility, LSP, Non-

DPSC Facility, Non-Secure Facility, or other secure or non-secure facility selected on the basis of its ability to best meet the needs of DPSC taking into account the inmate's treatment needs. To the extent space is available and subject to DPSC discretion, this procedure shall be followed for inmates with sentences between eight and fifteen years.

Prisoners sentenced to under eight years are to be reported to DPSC by the Non-DPSC Facility and may be housed in any appropriate facility at the discretion of the DPSC.

Without limiting other responsibilities that may be imposed by law on DPSC as regards DPSC inmates in Non-DPSC Facilities, DPSC will continue to perform time computations and release dates for those inmates committed to DPSC wherever those inmates may be housed.

The parties recognize that recent changes to Louisiana Good Time release laws may adversely impact the DPSC Facilities and LSP and that the availability of bed space in DPSC Facilities and LSP may become limited. DPSC shall be permitted under this Agreement to alter this classification plan to reflect the current bed space availability as it may be necessary, provided that, until April 1, 1997, a copy of any modification is filed with the Court within ten days after the modification is approved.

## ARTICLE VI

6.1 **State Enforcement.** The State and the Plaintiffs acknowledge that the Louisiana State Fire Marshal and the Health Officer shall continue to monitor State and Non-DPSC Facilities in accordance with their applicable codes and Louisiana law. Nothing herein shall prevent the Fire Marshal and the Health Officer from filing a legal action in state court for the purpose of enforcing these codes and laws.

6.2 **U.S. District Court, Middle District of Louisiana, Powers of Enforcement.** The State enters this Settlement and Resolution based on, and subject to, the understanding that this Agreement will result in final termination of court supervision of DPSC Facilities governed by this Agreement as of April 1, 1997. LSP and the Juvenile Facilities are not dismissed by this Agreement. The State and the Plaintiffs acknowledge that nothing in this agreement shall prevent the U.S. District Court, Middle District of Louisiana, from issuing orders, upon notice and hearing, necessary to secure compliance with the terms of this agreement, provided that no order entered related to DPSC Facilities governed by this Agreement shall have effect beyond April 1, 1997.

The State and the Plaintiffs also acknowledge that the Court has historically facilitated informal discussions between the parties in an effort to achieve agreement regarding controversies which demand resolution. The Court will continue to the extent possible to facilitate informal resolution to such controversies prior to the issuing of formal orders.

6.3 **Independent Investigations of the U.S. Department of Justice, U.S. Attorney, District Attorney, Legislative Auditor, Attorney General, and other Investigative Agencies.** Nothing in this Agreement shall serve to limit the independent authority of investigative and law enforcement agencies to perform their own inspection, investigation, discovery, and/or prosecution responsibilities with regard to existing or future civil or criminal matters which may arise.

**ARTICLE VII**  
**Litigation**

7.1 **Settlement of Appellate Litigation.** The Defendants and the Plaintiffs shall, upon the signing of this Agreement, petition for a dismissal of all matters pending in the United States Court of Appeals for the Fifth Circuit including the appeals docketed under numbers 95-31170 and 96-30662.

7.2 **New Litigation.** Plaintiffs' counsel agrees that from date and for the remaining period that there is a class counsel, all efforts will be made to resolve problems and complaints relating to issues involved in this Lawsuit on the institutional level by informal discussions and negotiation. Failing resolution on the institutional level, Plaintiffs' counsel will attempt resolution at the Department level prior to filing any new litigation by Plaintiffs' class counsel. Plaintiffs' counsel agrees that, if any such issues cannot be resolved and necessitate further litigation, then such further litigation shall be asserted only in a new civil action and not in the above titled case. This Agreement shall not be construed to create an obligation to an individual inmate, and failure to comply with this Agreement shall not be deemed a per se breach of a civil duty to an inmate.

**ARTICLE VIII**  
**Plaintiff Counsel**

Until December 31, 1997, counsel for Plaintiff shall continue to serve as class counsel for the inmates incarcerated in the DPSC Facilities governed by this Agreement. Counsel shall endeavor to close out completely the files and correspondence incidental to the litigation resolved by this Agreement. The DPSC agrees to continue to pay class counsel's reasonable fees upon the same terms and conditions as heretofore existed, upon submission of statements, up

through December 31, 1997. Counsel shall continue to represent inmates incarcerated at LSP and the Juvenile Facilities until further order of this Court and shall be compensated therefor in accordance with the law and as approved by the Court. In the event of a dispute regarding Plaintiffs' counsel fees, the parties may submit the dispute to the Court for resolution. Counsel shall continue to enjoy the same access to inmates and institutions governed by this Agreement as currently exists through December 31, 1997.

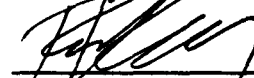
September 26, 1996



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Keith B. Nordyke  
Nordyke & Denlinger  
427 Mayflower Street  
Baton Rouge, Louisiana 70802  
Attorneys for Plaintiff Class

September 26, 1996



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Richard A. Curry, Bar Roll #4671  
Shannan Sweeney Rieger, Bar Roll #17165  
McGlinchey Stafford Lang  
A Professional Limited Liability Company  
Ninth Floor, One American Place  
Baton Rouge, Louisiana 70825  
Attorneys for Secretary Richard L. Stalder and  
Governor Murphy J. "Mike" Foster

**EXHIBIT A-1  
LIST OF NON-DPSC FACILITIES**

Acadia Parish Jail Complex	Ouachita Parish Jail
Acadia Parish Jail	Ouachita Correctional Center
Acadia Parish Detention Center	Plaquemines Parish Prison
Allen Parish Jail	Port Sulphur Lockup
Ascension Parish Jail	Belle Chase Lockup
Assumption Parish Detention Center	Pointe Coupee Parish Detention Center
Avoyelles Marksville Detention Center	Rapides Parish Detention Center
Avoyelles Women's Correctional Center	Red River Parish Jail
Avoyelles Bordelonville Detention Center	Richland Parish Jail
Avoyelles Bunkie Detention Center	Sabine Parish Jail
Beauregard Parish Jail Complex	Sabine Parish Detention Center
Bienville Parish Jail	St. Bernard Parish Prison and Annex
Bossier Parish Jail	St. Charles Parish Correctional Center
Bossier Parish Penal Farm	St. Helena Parish Jail
Caddo Correctional Center	St. James Parish Detention Center
Calcasieu Parish Correctional Center	St. John the Baptist Parish Prison
Caldwell Parish Detention Center	St. Landry Parish Jail
Caldwell Parish Jail	St. Martin Parish Correctional Center
Catahoula Parish Jail	St. Martin Parish Sub-Station
Claiborne Parish Jail	St. Mary Parish Jail
Concordia Parish Jail	St. Tammany Parish Jail
DeSoto Parish Detention Center	Tangipahoa Parish Jail
East Baton Rouge Parish Prison	Tensas Parish Jail
East Carroll Detention Center	Tensas Parish Detention Center
East Carroll Parish Jail	Terrebonne Parish Criminal Justice Complex and Annex
East Feliciana Parish Prison	Union Parish Detention Center
Evangeline Parish Jail	Vermillion Parish Correctional Center
Evangeline - Basile Detention Center	Vernon Parish Jail
Franklin Parish Detention Center	Vernon Correctional Center
Grant Parish Jail	Washington Parish Jail
Iberia Parish Criminal Justice Facility	Webster Parish Jail
Iberville Parish Detention Center	Webster Parish Penal Farm
Jackson Parish Jail	West Baton Rouge Parish Detention Center
Jefferson Parish Correctional Center	West Carroll Parish Jail
Jefferson Davis Parish Jail	West Feliciana Parish Jail
Lafayette Parish Correctional Center	Winn Parish Jail
Lafourche Parish Detention Center	Amite City Jail
Lafourche Parish Jail - Galliano	Basile City Jail
LaSalle Parish Jail	DeQuincy City Jail
Lincoln Parish Detention Center	East Carroll Parish Prison Farm
Livingston Parish Jail	Eunice City Jail
Madison Parish Detention Center	Gonzales City Jail
Morehouse Parish Jail and Annex	Jennings City Jail
Morehouse Parish Detention Center	Jonesville City Jail
Natchitoches Parish Jail	Mamou City Jail
Natchitoches Parish Detention Center	Pearl River City Jail
Orleans Parish Criminal Sheriff's Office	Rayne City Jail
Community Correctional Center	Slidell City Jail
House of Detention	Sulphur City Jail
Orleans Parish Prison	Vinton City Jail
Templeman Phase III	West Monroe City Jail
Templeman Phase II	
Templeman	
South White Street	
Rendon Street	
Broad Street Work Release	
Conchetta	

**EXHIBIT A-2**  
**LIST OF NON-SECURE NON-DPSC FACILITIES**  
**IN WHICH ADULT DPSC INMATES ARE HOUSED**

City of Faith  
CINC - Lake Charles Work Release Center  
Lafayette Community Correctional Center  
West Baton Rouge Work Release Center  
St. Tammany Work Release Center  
Rapides Work Release Center