

*cc - counsel
file*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

DWIGHT DURAN, et. al.,
Plaintiffs,

Civil No. 77-0721-JB

vs.

BRUCE KING, et. al.,
Defendants.

Duran v. Apodaca



STIPULATION BETWEEN THE PARTIES

The parties acknowledge that, despite the vacation of the provisions of the Modified Decree with regard to Southern New Mexico Correctional Facility (SNMCF), Western New Mexico Correctional Facility (WNMCF) and Central New Mexico Correctional Facility (CNMCF), at this time the court retains jurisdiction over systemwide issues at each of these institutions. These include medical care, mental health care and the restrictions on overcrowding. The parties agree that this court will have continuing jurisdiction to enforce this stipulation.

In consideration for the unopposed vacation of the Modified Decree at Southern New Mexico Correctional Facility, Western New Mexico Correctional Facility and Central New Mexico Correctional Facility, the parties agree that:

1. The Defendants will provide, at Western New Mexico Correctional Facility, as soon as reasonably practicable, but in no event later than May 1, 1993, a work program for the manufacture of jewelry, employing approximately 10 - 15 inmates, on a full time basis, under the auspices of Corrections Industries. If that program is not feasible, the Defendants shall provide

an alternative productive work or vocational training program. This program shall provide meaningful, full time employment to not less than approximately 10 - 15 inmates.

2. The Defendants shall establish and implement an expanded schedule for the operation of the law library at Western New Mexico Correctional Facility which provides access to both the Reception and Diagnostic Center (RDC) inmates and general population inmates for a total of 40 hours which shall include operations Wednesday through Sunday from 6:00 p.m. to 9:00 p.m. The library shall be open on an approval access basis which will provide for joint RDC and general population use subject to a screening process which is designed to prevent the concurrent attendance of RDC inmates and general population inmates who are enemies or who for security or other reason should not be in the law library at the same time. The schedule shall provide for full use of the library at all scheduled times, including weekends.

3. At Southern New Mexico Correctional Facility, the Defendants agree to hold Classification Hearings and will transfer to other facilities 96 inmates who are currently classified as minimum restrict and who are presently housed at Southern New Mexico Correctional Facility. The vacancies created by the transfer of those minimum restrict inmates shall be filled with inmates who are classified as medium security. The Defendants shall offer these medium security inmates the programming required by the Modified Decree without reducing the programming required for those inmates presently incarcerated at Southern New Mexico Correctional Facility.

4. The Defendants shall also establish as soon as practicable, but in no event later than June 1, 1993, at Southern New Mexico Correctional Facility, a linen and/or a shoe manufacturing program employing approximately 20 inmates on a full time basis.

5. Southern New Mexico Correctional Facility will implement a policy which will not permit good time reductions for excused absences unless the excused absences exceed a total of 3 full days, or the equivalent of 3 full days, during a calendar month.

6. Upon the receipt by the Plaintiffs of a letter from Defendants advising Plaintiffs that any of the following have been completed, Plaintiffs shall have 90 days in which to make no more than two on-site inspections at Western New Mexico Correctional Facility, and no more than three on-site inspections at Southern New Mexico Correctional Facility, and to review documents to determine whether Defendants have fulfilled any of their obligations under this agreement:

a. The creation of an industries or work program at Western New Mexico Correctional Facility. (para 1)

b. The expansion of law library hours at Western New Mexico Correctional Facility. (para 2)

c. The establishment of a linen and/or shoe manufacturing program at Southern New Mexico Correctional Facility. (para 4)

d. The transfer of the minimum restrict inmates from Southern New Mexico Correctional Facility. (para 3)

e. The adoption of a new policy at Southern New Mexico Correctional Facility regarding the effect of excused absences on good time. (para 5)

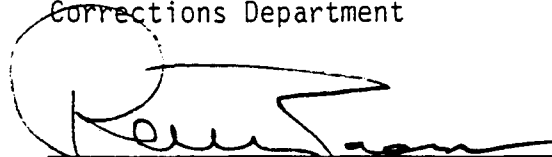
7. If the Defendants have fulfilled any of their obligations under this agreement, this agreement shall expire as to that specific obligation. Defendants shall have no further obligation under this agreement when all of the specific obligations have been met.

8. If the Defendants fail to fulfill their obligations under this agreement, Plaintiffs shall notify defendants within 10 days of the end of the review periods. Thereafter, the parties shall engage in good faith discussions to resolve their differences. If the matter cannot be resolved, the Plaintiffs may at their option, move to set aside the order vacating the modified decree at any Correctional Facility at which a particular obligation was not met. Defendants will not, in that event, claim that the federal court does not have jurisdiction to consider such relief, or raise procedural objections, but reserve the right to claim that a facility was and continues to be in substantial compliance with the Modified Decree.

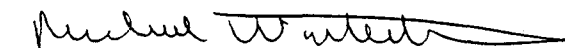
Dated this 29th day of January, 1993.



Eloy Mondragon
Secretary
Corrections Department




Robert Tabor Booms
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