

6/30/19

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

SCOTT TILLMAN and WILLIAM
LENNEAR, etc., et al.,

Plaintiffs,

vs.

Case No. 83-199-CIV-ORL-22

CLAUDE MILLER, etc., et al.,

Defendants.

SCOTT TILLMAN and WILLIAM
LENNEAR, etc., et al.,

Plaintiffs,

vs.

Case No. 83-285-CIV-ORL-22

CLAUDE MILLER, etc., et al.,

Defendants.

LARRY EUGENE BROWN, JR.

Plaintiff,

vs.

Case No. 88-281-CIV-ORL-22

JERRY W. HICKS, et al.,

Defendants.

FINAL CONSENT DECREE

WHEREAS, on July 20, 1983 the Amended Complaint herein was filed on behalf of Plaintiffs Tillman and Lennear and others similarly situated. Plaintiffs allege a cause of action and jurisdiction of the Court arising from the United States Code and United States Constitution, specifically, 42 U.S.C. Section, 1983 and 1988, 28 U.S.C. Sections 2201 and 2202, U.S. CONST. Amend. I.,

IV, V, VI, VIII, IX and XIV; and

WHEREAS, the Amended Complaint alleges, in summary, a failure on the part of the Defendants to carry out their respective statutory and constitutional duties in maintenance and operation of the Brevard County Jail in such a fashion as to violate Plaintiffs' constitutional rights; and

WHEREAS, the signatories to this Stipulation represent that they are authorized to enter into this Stipulation and to take all steps required of them by this Stipulation; and

WHEREAS, both Plaintiffs and Defendants consider it desirable and in the best interests of their respective class or successor, to settle the issues which remain by entering into this Agreement; and

WHEREAS, the parties have entered into this Agreement as a compromise settlement of their dispute, intending that this Stipulation shall not be construed in any way as defining constitutional or statutory standards, nor as an admission that any condition, policy, rule, procedure, act, or omission of the Defendants or of any of their employees or agents were or are in any way in violation of any rights of plaintiff;

THEREFORE, in consideration of the dismissal with prejudice of the allegations, claims and prayers for relief set forth in the complaint, the parties, by and through counsel, hereby stipulate and agree as follows:

I. Overcrowding

(A) Defendants agree not to operate the Brevard County Jail in an overcrowded condition in excess of its overall capacity

of 732 inmates or in excess of the cell-by-cell capacity approved by the Florida Department of Corrections as of the date this agreement is executed by defendants. However, the parties recognize that overcrowding can be subject to factors beyond the control of the Sheriff.

(B) If such overall or cell-by-cell capacities exceed the above levels, defendants shall notify the Chief Judge of the Circuit Court of the Eighteenth Judicial Circuit, in and for Brevard County, Florida, and plaintiffs' counsel, James K. Green, Esq., within forty-eight (48) hours in writing on each day that such capacities are exceeded;

(C) Defendants agree to provide plaintiffs' counsel, James K. Green, Esq., with copies of inspection reports prepared by the Florida Department of Corrections within thirty (30) days of receipt by defendants.

II. Classification Expert

The defendants shall hire a corrections expert on jail classification who is acceptable to plaintiffs to be compensated by Brevard County who will evaluate the Sheriff's classification system. He or she will prepare a report recommending improvements in classification that will help reduce overcrowding and will prepare a plan to reduce inmate population in the event that the overall or cell-by-cell population exceeds available capacity.

III. Partial Stipulation and Agreement for Consent Decree

(A) The Partial Stipulation and Agreement for Consent Decree executed by the parties on July 21, 1988 shall remain in full force and effect and is incorporated by reference herein.

IV. Miscellaneous

(A) Indigent inmates shall be provided with reasonable free postage for legal mail on weekly basis, and in emergencies.

(B) Further, inmates shall not be required to fill out blank forms. [Defendants deny, however, that they have ever required the execution of blank forms.]

V. Reports and Termination of Jurisdiction

(A) The defendants shall file a report at the end of the ninety (90) days from the effective date of this Final Consent Decree, certifying the actions and steps taken to implement this Stipulation.

(B) Within six (6) months from the date that this Final Consent Decree is approved, the defendants shall file a report indicating the status of compliance with this Decree.

(C) If after eighteen (18) months from the date this Consent Decree is approved, defendants have maintained compliance with this decree, the Court shall terminate jurisdiction.

VI. Attorneys Fees

(A) Attorneys fees to be awarded to plaintiffs shall be in the discretion of the Court if the parties cannot come to an agreement.

VII. Notice to Class Members

(A) Pursuant to Fed.R.Civ.P. 23(e), the Defendants shall within ten (10) days of the execution of this Final Consent Decree provide notice of the Final Consent Decree for proposed settlement to those members of the plaintiffs' class presently incarcerated in the Brevard County Detention Center.

(B) Such notice shall be provided by posting in each cellblock, in a place accessible to prisoners, notice as provided in Exhibit "A" hereto attached.

VIII. Submission to Court of Proposed Final Consent Decree and Use of Best Efforts to Obtain Approval

(A) Promptly upon execution of this Final Consent Decree, counsel for the parties shall jointly submit such Final Consent Decree to the Court for its approval and recommend that the Court approve it. Counsel for both parties also shall take all steps that may be required or requested by the Court and use their best efforts to consummate this settlement, obtain the Court's approval of this Final Consent Decree, and obtain entry of a final judgment.

IX. Effectiveness of Agreement

(A) This Final Consent Decree shall be effective immediately upon approval by the Court. In the event that the court declines to approve this Final Consent Decree or any portion herein, this Final Consent Decree shall be null and void and without prejudice to the parties' rights.

X. Additional Covenants

(A) Defendants agree that they, their officers, employees, agents, successors and all those acting in concert or participating with them shall fully comply with and enforce this Agreement, including all its terms, conditions and exhibits, and the Court's orders.

(B) Within ten (10) days of entry of an order of the Court approving this Final Consent Decree, counsel for the parties shall execute a Stipulation of Dismissal in such form as is


attached hereto as Exhibit B, which, within five (5) days after execution, shall be filed with the court by counsel for plaintiffs.

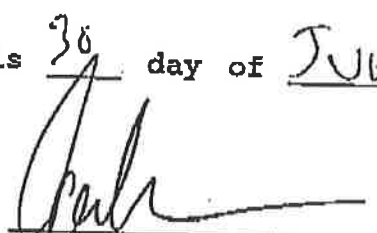
(C) Neither party will appeal the order attached hereto as Exhibit C if such order is entered by the Court.


XI. Entire Agreement

This Final Consent Decree and its exhibits contain the entire agreement between the parties. The issues of attorneys fees remains for the Court to decide.

STIPULATED AND AGREED TO this 30 day of June, 1993.


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