

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

B/77

ESSEX COUNTY JAIL ANNEX
INMATES, COREY WEBB, THOMAS
ARMOUR, FREDERICK W. BOOKER,
JAMES SIMON, RONALD MCCLENDON,
ROSETTA DRAKE, CANDACE
JOHNSON, ROSALIND ROBINSON, On
Behalf of Themselves and All
Other Persons Similarly
Situating,

CIVIL NO. 87-871

FILED

AUG - 8 1993

AT 8:30 M
WILLIAM T. WALSH
CLERK

Plaintiffs,

Hon. Harold A. Ackerman
U.S.D.J.

v.

NICHOLAS AMATO, County
Executive, THOMAS THOMPSON,
Acting Administrator, THOMAS
GIBLIN, President, Essex
County Board of Chosen
Freeholders, CARDELL COOPER,
ADRIANNE DAVIS, PEARL BEATTY,
JOHN ALATI, JAMES CAVANAUGH,
ARTHUR CLAY and MONROE JAY
LUSTBADER, Members Essex
County Board of Chosen
Freeholders, EMILY WEBER,
Acting Director, Department of
Public Safety, and Their
Successors in Office,
Individually and in Their
Official Capacities,

Frederic Becker, Special Master
Bennet Zurofsky, Special Master

and

WILLIAM E. FAUVER,
Commissioner, New Jersey
Department of Corrections,

SECOND CONSOLIDATED
CONSENT ORDER

Defendants.

ESSEX COUNTY JAIL
INMATES, RUSSEL WATSON, STACY
DAVIS, SAMUEL BROWN, ROBERT
GAMBLE, DANIEL RAWLS, J.C.
MILES, BARON SPENCE, CHARLES
FARMS, KEITH ELLIS, WILLIE
JENKINS, HERMAN HARRIS,

CIVIL NO. 82-1945

ENTERED

on
THE DOCKET
on 8-8 1993
WILLIAM T. WALSH, CLERK
By [Signature]
(Deputy Clerk)

JAMES BERRY, and JOHN SLY, :
On Behalf of Themselves and :
All Other Persons Similarly :
Situating, :

Plaintiffs, :
v. :

Hon. Harold A. Ackerman

U.S.D.J.

NICHOLAS AMATO, County :
Executive, THOMAS THOMPSON, :
Acting Administrator, THOMAS :
GIBLIN, President, Essex :
County Board of Chosen :
Freeholders, CARDELL COOPER, :
ADRIANNE DAVIS, PEARL BEATTY, :
JOHN ALATTI, JAMES CAVANAUGH, :
ARTHUR CLAY and MONROE JAY :
LUSTBADER, Members Essex :
County Board of Chosen :
Freeholders, EMILY WEBER, :
Acting Director, Department of :
Public Safety, and Their :
Successors in Office, :
Individually and in Their :
Official Capacities, :

and

WILLIAM H. FAUVER, :
Commissioner, New Jersey :
Department of Corrections, :
Defendants. :

:

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for Essex County Jail and Essex County Jail Annex

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WHEREAS, the Court has directed the parties to enter into a Second Consolidated Consent Order that incorporates all the parties' cumulative rights and obligations in the previous consent orders in this case; and

WHEREAS, this Second Consolidated Consent Order incorporates all the rights and obligations of the following consent orders and agreements in the consolidated case Essex County Jail Inmates v. Amato, and Essex County Jail Annex Inmates v. Amato:

1. Consolidated Consent Order ("CCO") (entered January 5, 1990); and

2. Second Consolidated Consent Order ("2CCO") (executed by the parties in October and November 1992 but never executed or entered by the Court); and

WHEREAS, this Second Consolidated Consent Order incorporates all the rights and obligations of the following consent orders in Essex County Jail Inmates v. Amato:

1. Consent Judgment ("CJ") (entered October 14, 1982);

2. Supplemental Consent Order Modifying and Amending the Consent Judgment of October 14, 1982 ("SC01") (entered February 4, 1985);

3. Supplemental Consent Order Modifying and Amending the Consent Judgment of October 14, 1982 ("SC02") (entered April 22, 1987);

4. Third Supplemental Consent Order ("SC03") (entered December 27, 1988); and

WHEREAS, this Second Consolidated Consent Order incorporates all the rights and obligations of the following consent orders in Essex County Jail Annex Inmates v. Amato:

1. Settlement Agreement between County Defendants and Plaintiffs ("SA") (entered November 4, 1987);

2. Consent Order Between County Defendants and Plaintiffs ("CO") (entered November 23, 1987); and

3. Second Consent Order ("CO2") (entered April 17, 1989); and

WHEREAS, the facilities at the Essex County Jail (ECJ) and the Essex County Jail Annex (ECJA) continue to be inadequate to meet the terms of this Second Consolidated Consent Order (2CCO at 2); and

WHEREAS, this Second Consolidated Consent Order resolves the plaintiffs' claims for injunctive and declaratory relief; and

WHEREAS, the following provisions shall be binding upon the parties and their successors in office and shall be enforceable as an order of the Court;

IT IS THEREFORE AGREED, as follows:

I. Population and Housing at the Essex County Jail (ECJ)

A. Maximum Capacity at the ECJ

1. 594 Inmates: The maximum capacity of the ECJ is 594 inmates (CJ at 4; CCO at 4; SCO1 at 2-3; SCO2 at 1; SCO3 at 3, 15).

2. Housing Unit Caps: The County shall house the following number of inmates in each of following housing units at the ECJ:

a. General Population Cells: no more than 1 inmate in the 464 general population cells on the third through eleventh floors (CJ at 4);

b. Detention Cells: no more than 1 inmate in the 8 detention cells on the fourth through eleventh floors (CJ at 4);

c. Quiet Cells: no more than 1 inmate in each of the 3 twelfth floor "quiet cells" (CJ at 4);

d. Disciplinary Cells: no more than 1 inmate in each of the 5 twelfth floor disciplinary cells with toilets (CJ at 4);

e. Civil Area on 12th Floor: no more than 2 inmates in each of the 5 cubicles of the twelfth floor civil area (CJ at 4);

f. Tier Man Dorm: no more than 6 inmates in the twelfth floor "tier man" dorm (CJ at 4);

g. Second Floor North: no more than 48 inmates in the north-side second floor dormitory (CJ at 4); and

h. Second Floor South: no more than 50 inmates in the south-side second floor dormitory (CJ at 4).

3. Limited Authority to Exceed Capacity In Periods of Emergency

a. 72 Hour Emergency Capacity: During periods of emergency and on immediate notice by telephone to plaintiffs' counsel and subsequent written notice to the Special Masters and all parties, the County defendants may house up to 35 additional

inmates above the 594 cap at the ECJ for periods of no more than 72 hours and for no more than four times in any month. (SC01 at 4).

b. Emergency Situation Defined: The emergency situation must involve an event such as a fire, disaster, riot, or the unexpected or unforeseeable closing of a jail or part thereof, but shall not include any situation caused by fluctuations in inmate population associated with criminal justice practices, prosecutorial policies, law enforcement activities, changes in criminal laws, changes in judicial sentencing patterns, or a reduction in or the termination of any program operated in the County to provide or assist in providing, pre-trial release or non-custodial disposition alternatives (SC03 at 16).

4. Dayrooms: The ECJ dayrooms shall not house inmates overnight. However, in an emergency situation as defined above, this practice is permitted for a total of no more than 72 hours a week (CJ at 4).

5. Mattresses and Cots: The County shall not place mattresses on the floor for sleeping or use cots without mattresses. However, in an emergency, this practice is permitted for a total of no more than 72 hours a week (CJ at 4).

B. Removal of State-Sentenced Inmates at the ECJ

1. State Removal of State-Sentenced Inmates Over Cap: Commissioner Fauver agrees to remove any state-sentenced inmates who cause the ECJ population to exceed 594 inmates (CJ at 4).

C. Adjustments to Maximum Capacity

1. Unusable Cells or Bunks: The capacity of each floor or housing unit at the ECJ shall be reduced by the number of cells or bunks that are unusable or inoperable for any reason, including any cell in which the sink or toilet has been inoperable for an unreasonable period of time unless suitable access to sink or toilet facilities has been arranged (SC01 at 5).

2. Housing in Infirmary or Detention Areas: The ECJ's maximum capacity may remain unchanged if the number of inmates appropriately housed in the infirmary or detention areas equals or exceeds the number of bunks which cannot be used (SC01 at 5).

3. Notice of Reduced Capacity: When any cells or bunks cannot be used for more than a 30 day period, the County shall notify plaintiffs' counsel and the Masters every 30 days in writing, and shall identify the cells, the reduced capacity of the particular floors or units, and the number of inmates held daily in the ECJ's infirmary and detention areas during the previous 30 day period (SC01 at 5).

4. Notice of Population Over Capacity: Whenever the ECJ population exceeds 594 inmates for more than 4 days, the County shall immediately notify the Court and plaintiffs' counsel by telephone and request a prompt hearing to reduce the ECJ population. At this hearing, the County shall report to the Court the total ECJ population and where and in what numbers inmates are confined contrary to this Consent Order. This report shall include the inmates' charges, bail, length of confinement, status of their court proceedings, related matters, and recommendations, if any, regarding who may be safely released or transferred from the ECJ. The Court shall then enter an appropriate order (CJ at 5-6).

D. Contingency Plan

1. Contingency Plan in Place: To avoid the need for proceedings for sanctions, the County shall have a contingency plan in place to ensure that the County can comply with the ECJ's maximum capacity and program requirements of this Consent Order even if unforeseen circumstances make compliance more difficult than originally expected (CCO at 4; SCO3 at 3; CO2 at 2).

E. Waiver of Future Population Increases and Agreement

1. No Population Cap Increases at ECJ: In exchange for the plaintiffs' agreement to allow the ECJ population to exceed the 594 maximum capacity by 42 inmates from February 1, 1985 to April 30, 1986, the County shall not seek or implement, at any time or for any reason, any further population increase at the ECJ even if presented with unanticipated, emergent or unforeseeable circumstances (SCO1 at 5).

2. Report of Future Population Needs: The County shall submit to the Special Masters, the Court, and plaintiffs a report, by July 1, 1985 and December 1, 1985, that states the steps taken to meet any present and future needs for additional inmate housing to reduce ECJ overcrowding. This report shall provide a clear summary of existing plans and expected timetables (SCO1 at 6).

II. Population and Housing at the Essex County Jail Annex (ECJA)

A. Maximum Capacity at the ECJA

1. 729 Inmates: The ECJA maximum capacity is 627 male inmates and 102 female inmates. The total maximum capacity is 729 inmates (CO2 at 3).

2. Capacity Not To Be Exceeded: The County shall not admit inmates in excess of the maximum capacity and shall not allow the ECJA population to exceed 729 inmates at any time unless authorized by this Agreement (SA at 5).

3. Housing Unit Caps: The ECJA housing unit caps are:

<u>West Wing Cellblock</u>	<u>Cells</u>	<u>Bunks</u>	<u>Gross Beds</u>
A	18	1	18
B	18	1	18
C	18	1	18
D	18	1	18
E	18	1	18
F	18	1	18
G	18	1	18
H	18	1	18
<u>Subtotal</u>	144		144

<u>East Wing Dorms:</u>	<u>Dorms</u>	<u>Bunks</u>	<u>Gross Beds</u>
	6	20	120

Satellite 1: Relocateable Confinement Facility (RCF) Unit

	<u>Cells</u>	<u>Dorms</u>	<u>Bunks</u>	<u>Gross Beds</u>
A Dorm		4	3	12
B Cellblock	12		1	12
C Cellblock	12		1	12
D Cellblock	12		1	12
E Dorms		4	3	12
F Cellblock	12		1	12
G Cellblock	12		1	12
H Cellblock	12		1	12
K Cellblock	12		1	12
<u>Subtotal</u>	84	8		108

Satellite 2: (Women's Building)

	<u>Cells</u>	<u>Bunks</u>	<u>Gross Beds</u>
A	17	1	17
B	17	1	17
C	17	1	17
D	17	1	17
E	17	1	17
F	17	1	17
<u>Subtotal</u>	102	102	102

The plaintiffs have attempted to portray accurately the population caps in the following housing areas. It is not the plaintiffs' intention to alter any of the capacity requirements of prior consent orders.

Satellite 3 (Lower Unit) and 4 (Upper Unit): Mobile Inmate Unit (MIU):²

12 inmates in each tier; Subtotal: 192 beds

Satellite 5 (Modular Housing Unit)³

52 inmates in each of 4 quads; Subtotal: 208 beds

Male (Weekend use only)	<u>Dorms</u>	<u>Bunks</u>	<u>Gross Beds</u>
1 - Tailor Shop	1	30	30
2 - Shoe Shop	1	30	30
<u>Subtotal</u>	2	60	60

<u>Totals:</u>	<u>Cells</u>	<u>Dorms</u>	<u>Gross Beds</u>
Male Cells	228		312
Male Dorms		14	168
Male Total			576
 Female Cells	102		102
Female Total			102
 <u>Grand Total</u>	330	35	678

4. Housing Unit Cap Not Exceeded: The population of any housing unit shall at no time exceed its maximum capacity (SA at 7).

5. 95% Capacity: The County shall make every effort to insure that the population of each housing unit does not exceed 95% of its capacity (SA at 7).

6. Report of Jail Population and Capacity: Every 2 weeks, the County shall file a report with plaintiffs' counsel setting forth the ECJA's daily population count at 12 a.m. for each day of the preceding two week period, separately listing the number of inmates held in each housing unit set forth above (SA at 8).

7. Single-Bunking: Only one inmate may be housed in each of the ECJA's usable general population cells. (CO2 at 5; SA at 5).

8. Double-Bunking: As of August 1, 1990, the County may no

² This housing unit was not covered by any prior consent agreement because it did not exist at the time of the prior agreements.

³ This housing unit was not covered by any prior consent order because it did not exist at the time of the prior agreements.

longer use double-bunking in Satellite 1. (CO2 at 5; 2CCO at 4).

9. Double-Bunk Records: The County shall maintain records to identify the cells with double bunks, the inmates confined in double-bunked cells, and the dates of their confinement (SA at 29).

10. Proper Classification: In all housing units, inmates shall be appropriately classified based on their status as detainees or sentenced inmates, or based on safety, security, or medical reasons (CJ at 7; SA at 5).

11. Housing Standards: In all housing units, the County shall comply with all the minimum requirements of this Agreement, including space requirements (SA at 5).

B. Capacity Reductions

1. Capacity Reductions in the ECJA: The County shall reduce the maximum capacity in the ECJA from 747 males to 627 males and from 162 females to 102 females, as follows (CO2 at 3):

cap
729
ECJA

a. East Wing The County shall reduce the maximum capacity in the East Wing from 180 male inmates to 120 male inmates (40 inmates per floor, with 20 inmates per dorm) to provide at least 45 square feet of living space per inmate and 35 square feet of dayroom space per inmate (CO2 at 3).

b. West Wing The County shall not, under any circumstances, locate inmate beds in the cellblock corridors of the West Wing. This reduces the ECJA capacity by 72 inmates (CO2 at 3; SA at 3).

c. Male Satellite Unit The County shall use the Male Satellite Unit only for male inmates sentenced to weekend confinement. The maximum capacity in this unit is 60 inmates. The number of inmates housed in this Unit shall not be counted in the Annex's general population counts (CO2 at 3).

d. Women's Building (Satellite 2) The County shall eliminate the housing areas in the basement of the Women's Building, convert this space to provide indoor active recreation, and reduce the maximum capacity for the Women's Building from 162 to 102 (CO2 at 3-4).

e. Closing of New Wing The County shall permanently close the New Wing on August 1, 1990 and shall cease housing inmates in that building on that date. This reduces the ECJA capacity by 297 inmates (CO at 11; SA at 4).

g. Out of Service Beds The County shall reduce the ECJA maximum capacity by the number of non-working cells or unusable bed space in any housing unit. For example, the

unusable bed space in the State trailers reduces the ECJA capacity by 60 inmates. Maximum capacity shall also be reduced by any cells or beds listed as out-of-service on the ECJA's Daily Population Sheet, and by any additional number of cells designated, as a result of proceedings before the Masters, as non-working or non-useable due to a non-working sink or toilet or a broken window (CO2 at 4; SA at 3).

C. Replacement Housing

1. New Modular Unit (Satellite 5): The County shall acquire a modular housing unit with at least 200 beds to be located at the ECJA. These beds shall be considered replacement beds for the housing unit reductions set forth above (CO2 at 4).

a. Double Bunking: The County may employ double-bunking in the cells of this unit, provided the cells meet state requirements for single cell occupancy and provided that the common space (including showers, dayrooms, eating area, and recreation areas) meets state requirements for the number of occupants in the housing unit (CO2 at 4).

b. Adjustment to Maximum Capacity: Upon application, the ECJA's maximum capacity may be increased by 90% of the number of beds in Satellite 5. The County may apply to use this additional bedspace only to restore the total ECJA capacity to a 747 male maximum capacity (CO2 at 4).

D. Acquisition of Temporary Housing Units

1. Trailers (Satellites 3 and 4): By April 3, 1990, the County shall complete the construction of trailer facilities which will house 192 inmates on a temporary basis (CCO at 5).

a. Compliance With State Requirements: The trailer units shall meet state requirements for occupancy for 192 inmates, including the provision of showers, bathroom facilities, dayrooms, eating areas, and recreation areas (CCO at 6);

b. Dismissal of Sanctions Imposed: Upon completion of the trailer units, the County may seek dismissal of the \$1,905,300 in sanctions that the Court imposed for population violations. If the County fails to complete the trailer program as specified above, the plaintiffs may seek an order requiring the County to deposit immediately \$1,905,300 in an interest bearing account that the Special Masters will administer, and plaintiffs may seek additional Court sanctions (CCO at 6);

c. Adjustment to Capacity: Upon the completion of the trailer units, the parties may apply to the Court to adjust the ECJA's maximum capacity upward by the number of beds which the trailer units provide or downward by the number of beds

allocated by prior consent orders to housing units which are closed, to be closed, or otherwise unused. (CCC at 6; CO2 at 1).

2. Sections Closed if Beyond Repair: The County shall close those sections of the ECJA that are beyond reasonable repair and shall reduce the population sufficient to meet the terms of this Agreement. The County shall acquire temporary housing units for the population that must remain incarcerated. The County shall maintain contingency plans to implement this paragraph (SA at 30).

E. Relocateable Confinement Facilities (RCFs) (Satellite 1)

1. Replacement or Repair: By January 1, 1993, the County shall decide whether to replace or repair Satellite 1, also known as the RCFs.

2. Factors to Consider: The County shall base its decision on an outside consultant's evaluation of the usefulness of the RCF's, taking into account the County's obligation to end double-bunking of these units, the need to repair the RCFs to provide safe and sanitary housing for inmates, the County's obligation to add fire safety measures to bring the RCFs into compliance with applicable regulations and the Court Order Finding the County Defendants in Contempt, entered August 3, 1989 (2CCO at 4).

F. Women's Housing

1. Plan to Reduce Overcrowding in Women's Housing: To increase available bed space and reduce the ECJA female population, the County shall do the following:

a. Notice to Department of Corrections: The County shall immediately notify the Department of Corrections whenever a state-sentenced female inmate is eligible for transfer to state custody (CO2 at 5);

b. Renovation of Detention Cellblock: The County shall renovate the cellblock used for disciplinary confinement in the Women's Building so at least 10 of the 17 cells may be used for general population inmates (CO2 at 5);

c. Indoor Recreation Area: The County shall convert one basement unit in the Women's Building into an indoor active recreation area for women inmates (CO2 at 5);

d. Renovation of Basement for Living Space: The County shall renovate the other basement unit in the Women's Building to provide a living space for up to 25 inmates, provided that the renovated living unit meets the standards set forth in this Agreement, including space requirements. Once this renovation is completed, the County may apply to modify the

female capacity from 102 to 127 female inmates (CCO at 5); and

e. Construction of 250 Bed Unit: By November 1, 1994, the County shall construct a 250 bed modular facility for women at the ECJA. When this unit is completed, the County shall renovate the current Women's Building (2CCO at 3).

G. Emergency Authority to Exceed the ECJA Maximum Capacity

1. Authority to Exceed Caps During an Emergency: In an emergency situation caused by a sudden, reasonably unexpected and unforeseeable event, the County may accommodate additional inmates in temporary quarters for up to one week, provided that:

a. Emergency Situation Defined: The emergency situation involves an event such as fire, disaster, riot, or the unexpected or unforeseeable closing of a jail or a part thereof, but shall not include any situation caused by fluctuations in inmate population associated with criminal justice practices, prosecutorial policies, law enforcement activities, changes in criminal laws, changes in judicial sentencing patterns, or a reduction in or the termination of any program operated in the County to provide, or assist in providing, pre-trial release or non-custodial disposition alternatives (SA at 6).

b. Inmates Retain Rights Under this Agreement: Inmates confined in temporary quarters during an emergency retain all rights to programs, services, and adequate living conditions set forth in this Agreement (SA at 6).

c. Notice to Plaintiffs: The Administrator shall provide notice to plaintiffs' counsel of any emergency declared under this paragraph immediately by telephone and within 24 hours in writing. The notice shall state the number of inmates at the ECJA, the number of inmates added by the emergency, the locations where these inmates are housed, and the expected impact on conditions, services or programs available to all inmates (SA at 6).

2. Capacity Exceeds Limits for Over One Week: If the County anticipates the need to exceed the capacity limits for more than one week, the County shall notify plaintiffs as soon as practicable of the reason for exceeding the capacity and its solution to comply with the population cap (SA at 7).

H. No Additional Housing Areas

1. Limitations on Use of Additional Areas for Housing: Except in emergency situations as defined in this Agreement, the County shall not use other ECJA areas as housing units and shall not add beds or bunks to designated housing areas unless the County

secures the agreement of plaintiffs' counsel and the Commissioner of Corrections that the particular area is usable and that the proposed use will comply with all applicable building codes (SA at 5).

2. Court Resolution of Disputes: The parties may request that the Court resolve any dispute concerning whether a housing area is usable (SA at 5).

3. Corridors: Except in emergent situations as defined in this Agreement, the ECJA shall not use corridors for dormitories (SA at 6).

I. Adjustments to Maximum Capacity

1. Unusable Housing Units or Bed space: Unless this Agreement specifically provides otherwise, the parties shall reduce the ECJA's maximum capacity by any bed space or complete housing unit removed from use. Conversely, the parties may increase the ECJA's maximum capacity by the creation, renovation, or construction of new housing units in accordance with the provisions of this agreement (SA at 6).

III. Notice Provisions Applicable to the ECJ and ECJA

A. Notice that ECJ or ECJA is Over Capacity

1. Whenever the population of the ECJ approaches or reaches the maximum capacity or whenever the population of the ECJA reaches 95% of the maximum capacity established in this Agreement, the County shall:

a. Notify County Prosecutor and Public Defender: Notify the County Prosecutor and State Public Defender (Essex Region) of this condition and request that review be sought of the bail status of pre-trial detainees to determine if any reductions or conversions to R.O.R. status can be made (CJ at 5; SA at 29);

b. Notify Assignment Judges and Bail Judge: Notify the Assignment Judge, Criminal Assignment Judge and the Bail Judge of this condition so they may take appropriate action to respond to bail requests (CJ at 5; SA at 29);

c. Notify Sentencing Judges: Notify all judges who have sentenced persons to a term of imprisonment in the ECJ or ECJA so they may take appropriate action to reduce sentences for prisoners whose sentences are about to expire and whose early release would pose no risk to the public (CJ at 5; SA at 29);

d. Notify Municipal Courts: Notify all municipal courts in Essex County which have local lock-up facilities and request

that persons arrested be held in the lock-ups, rather than transferred to the County Jail (CJ at 5; SA at 29); and

e. Notify Department of Corrections: Notify the New Jersey Department of Corrections and request the removal of persons who have been sentenced to terms of imprisonment in the state prisons and reformatories or held on violations of parole, but not yet transferred to the state system (CJ at 5; SA at 29).

IV. Standards for Living Conditions

A. Sleeping Conditions (Certification required)* (C02 at 14-15)

1. Items Provided: Each inmate shall receive, at a minimum, a bunk, a mattress, two sheets, two blankets, a pillow and a pillow case (SA at 9).

2. No Sleeping on Floor Required: The County shall not require any inmate to sleep on the floor or on a mattress placed on a floor (SA at 9).

3. Cots and Mattresses: The County shall not require any inmate to sleep on a cot or on a mattress placed on a stretcher. However, in an emergency situation as defined in paragraph II(G), inmates may be required to sleep on a cot or on a mattress placed on a stretcher for a period not to exceed 1 week (SA at 9).

B. Minimum Safeguards for Dormitories

1. Separation of Bunks With Solid Partitions: The County shall separate all bunks which abut or touch with a solid partition (SC01 at 9).

2. Separation by Maximum Distance: The County shall separate all bunks in the second floor dormitories by the maximum distance possible, but in no event shall there be less than 2 feet between each bunk (SC01 at 12).

3. Individual Assignment of Bunks: Officers shall assign and maintain bunk spaces (not to include cots) for each inmate and record these assignments in a log (SC01 at 8).

* In each section of this Agreement where a certification is required, the County shall certify its compliance with the relevant section and shall support its certification with all available documentation, including all relevant directives, memoranda, correspondence, purchase orders, requisitions or other documents related to the certified statements.

4. Log of Housing Assignments: The log of all dorm housing assignments shall indicate for each inmate (1) the day received in the dorm, (2) each day housed in the dorm, (3) the day transferred out of the dorm, and (4) the inmate's location after the transfer (SCO1 at 9).

5. Offer of Single Cell after 45 Days: Any inmate housed in the second floor dormitories for more than 45 days shall be offered appropriate single cell housing (SCO1 at 8).

6. Lighting: The County shall remove any improper obstructions on light fixtures, insure that bulbs are used which are capable of delivering light to the maximum wattage, and replace inoperable lighting fixtures within the time period set forth in this Agreement (SCO1 at 9).

7. Officer Staffing: The County shall assign, at all times, a minimum of four officers to the ECJ's second floor to insure inmate safety in the dormitory units (SCO1 at 9).

8. Post Assignments: The County shall maintain separate posts for each of the two dorms, the dayroom, and the control center (SCO1 at 9).

9. Submission of Documents: The County shall provide plaintiffs' counsel with copies of all incident and disciplinary reports, maintenance requests and repair completion records, involving the second floor dormitories and dayroom, and the twelfth floor civil area, until the ECJ population returns to 594 inmates. The reports and records for each successive monthly period (e.g., January 1993) shall be supplied by the first day of the third following month (e.g., April 1, 1993) (SCO1 at 8).

C. Living Conditions

1. Single Bunking: Only one inmate shall be housed in each cell or single occupancy room, except as otherwise authorized in this Agreement (SA at 9).

2. Cell Dimensions: Each cell or single occupancy room shall have a floor area of at least 60 square feet (SA at 9).

3. Existing Cells at ECJA: The County may use existing cells at the ECJA if it meets the other provisions of this Agreement, including requirements for showers, toilets, lavatories, ventilation, lighting, maintenance, housekeeping and extermination. Nevertheless, inmates shall not be confined in these cells for more than 12 hours per day except for disciplinary segregation or, in individual cases, at the discretion of the Administrator (SA at 9).

4. Cell Contents: Each single cell or room shall contain or provide at least the following (Certification required) (CO2 at 17-18):

- a. Sink: a working sink with hot and cold running water (SA at 9, 13; CO2 at 18);
- b. Toilet: a working toilet which can be flushed by the inmate (SA at 9, 12; CO2 at 18);
- c. Showers: controlled access for 12 hours per day to an area providing shower facilities in a ratio of not less than 1 shower to 15 inmates (SA at 9);
- d. Bunk: a bunk (SA at 9);
- e. Storage Space: a locker or other storage space (SA at 9);
- f. Lighting: artificial lighting of at least 30 footcandles at 30 inches above the floor. The County shall install and maintain security lighting fixtures inside each cellblock sufficient to provide adequate light for reading, safety and health (SA at 9 and 20);
- g. Air Circulation: ventilation which circulates at least 10 cubic feet of fresh or purified air per minute with from 10% to 100% fresh outside air depending on the season (SA at 9);
- h. Acoustics: acoustics that ensure noise levels that do not interfere with normal human activities and are normally less than 70 decibels on the A scale (dBA) during the day and 45 dBA during sleeping hours (SA at 10);
- i. Heat and Ventilation: adequate heating and ventilation to provide temperatures with a normal comfort range (SA at 10);
- j. Access to Desks: controlled access during non-sleeping hours to desks, tables or other furniture suitable for use in reading and writing (SA at 10).

5. Dorm Dimensions: Each new dorm or multiple occupancy room shall have a floor area of at least 75 square feet of living space per person, excluding shower and lavatory facilities, and 35 square feet of dayroom space per person. Existing dorms shall have a floor area of at least 45 square feet of living space per person, excluding shower and lavatory facilities, and 35 square feet of dayroom space per person (SA at 10).

6. Items Provided in Dormitories: Dormitories or multiple occupancy rooms or areas shall provide:

a. Toilets and Sinks: working flush toilets and lavatories in the ratio of 1 toilet and 1 sink to every 8 inmates. For areas occupied exclusively by male inmates, urinals may be substituted in place of up to half of the required number of toilets (SA at 10, 12) (Certification required) (CO2 at 18);

b. Showers: shower facilities in the ratio of 1 to 15 inmates (SA at 10);

c. Water: hot and cold running water with appropriate mixing devices in the showers and lavatories (SA at 10, 13);

d. Mirrors: mirrors over lavatories (SA at 10);

e. Drinking Fountain or Cups: sanitary type drinking fountain or single service drinking cups for each dormitory and cellblock (SA at 10);

f. Personal Storage Space: personal lockers or other adequate space and equipment for storage and safe keeping of personal belongings (SA at 10);

g. Lighting: artificial lighting of at least 30 footcandles at 30 inches above the floor (SA at 10);

h. Air Circulation: ventilation which circulates at least 50 cubic feet of fresh or purified air per minute with from 10% to 100% of fresh outside air depending on the season (SA at 10);

i. Acoustics: acoustics that insure noise levels that do not interfere with normal human activities and are normally less than 70 decibels on the A scale (dBA) during the day and 45 dBA during sleeping hours (SA at 10);

j. Heating: adequate heating to provide temperatures with a normal comfort range (SA at 10); and

k. Access to Desks: controlled access during non-sleeping hours to desks, tables or other furniture suitable for use in reading and writing (SA at 11).

D. Personal Hygiene (Certification required) (CO2 at 24-25)

1. Items Issued: Each inmate shall be issued adequate amounts of necessary personal hygiene items, including toilet paper, soap, shampoo, toothpaste, toothbrush, comb, mirror, individual razors, and shaving cream or powder. Female inmates

shall receive necessary feminine hygiene supplies. Razors shall not be used by more than one inmate. If centrally stored, razors and other items for individual use shall be marked in a manner which identifies the inmate using the item by name, and the items shall be stored in a sanitary, hygienic manner. The Administrator may determine that items which pose a legitimate security concern shall not be retained in the inmate's possession (SCO1 at 12; SA at 11).

2. Towels: Each inmate shall be provided one clean towel which shall be cleaned at least twice a week (SA at 11).

3. Showers: Each inmate shall be allowed to shower daily (SA at 11).

E. Dayroom and Eating Areas

1. Use of Dayrooms Four Hours A Day: Each inmate shall receive a minimum of four hours of dayroom time, excluding meals (SCO3 at 6; SCO1 at 11).

2. Log Maintained: The County shall maintain a written log that records inmate's movements to and from the dayrooms of each housing unit (SCO3 at 6).

3. Eating Area Standards: The County shall provide all inmates with eating areas that allow inmates to receive meals at tables in a sanitary environment away from toilets, showers, clogged floor drains, pooled water, and any known source of sewage or septic water. The County shall provide enough tables and chairs or stools to enable all inmates to sit for at least 20 minutes during mealtime. However, the Administrator shall have the discretion, in individual cases, to restrict access to these facilities for inmates confined in disciplinary segregation (SA at 11-12).

4. Renovation: By August 1, 1989, the County shall complete all renovation of the dayroom and eating areas at the ECJA, including but not limited to, making all necessary repairs in the East Wing of the main building (CO2 at 20-21; SA at 11) (Certification required) (CO2 at 20-21).

V. SPECIAL USE HOUSING

A. Commitment to Establish and Maintain Special Use Housing

1. Special Housing Unit for Special Uses: The County shall establish and maintain special housing units reserved for designated functions (SA at 7).

2. Types of Special Housing Units: These special housing units shall include new admissions housing, medical housing, and

a close custody and observation unit (SA at 7).

3. Classification of Inmates: Only appropriately classified inmates shall be housed in these special units (SA at 7).

B. Intake and Admissions

1. Separate Intake Housing Area: The County shall maintain a separate housing area at the ECJ and the ECJA for the intake and reception of inmates. If this housing area is created from new space, this unit may be added to the ECJA's maximum capacity (SCO3 at 10; SA at 7).

C. Medical Housing

1. Infirmary: The County shall maintain an infirmary at the ECJ and ECJA for inmates in need of medical attention or convalescent care. The infirmary shall be used solely to house inmates who should not be housed in the general population for medical reasons (SCO3 at 11; SA at 8).

2. Detention Cells: The medical housing units shall not include the detention cells (SA at 8).

3. Hospital Evaluations: The County shall immediately refer to the hospital those inmates in need of hospital or emergency room evaluation (SCO3 at 11).

4. Psychiatric Observation: The County shall place mentally ill inmates in observation and/or on suicide watch or shall refer them to an appropriate psychiatric facility (SCO3 at 11).

D. Close Custody and Observation Unit

1. Close Custody and Observation Unit Maintained: The County shall establish and maintain a close custody and observation unit as a special needs housing unit for inmates in need of observation or close custody (SA at 7-8).

2. Detention Cells and Infirmary: The County shall not use detention cells or medical dorms to house inmates in need of observation and close custody (SA at 7-8).

E. Detention Unit

1. Purpose: The ECJA's detention unit shall only be used to house inmates charged with or adjudicated guilty of a serious violation of jail rules (SA at 8).

2. Detention Area for Women: The County shall maintain a separate detention unit for female inmates (SA at 8).

3. Single Bunking: The County shall house no more than 1 inmate in each of the detention cells (SA at 8).

F. Classification

1. Compliance with State Regulations: Classification of inmates in general population or in special use housing shall follow practices set forth in applicable state regulations (SA at 7).

VI. Services and Programs

A. Recreation Requirements (Certification required) (CO2 at 26-27).

1. One hour per day recreation: All inmates in the ECJ and ECJA shall have the opportunity to use a gymnasium or recreation area outside their housing units and dayrooms for a minimum of one hour each day, seven days per week (SCO3 at 6; CJ at 6; SCO1 at 10).

2. Program Director: The County shall have a full-time Director of Inmate Recreation at the ECJ and a full-time Director of Inmate Recreation at the ECJA. Each Director shall be responsible for the design, implementation and maintenance of the recreation schedule and recreation equipment at their jail. Each Director shall have a college degree in physical education or equivalent year-for-year experience in physical education instruction or management (CCO at 12, 13).

3. Staffing: The County shall hire or reassign sufficient staff to insure that inmates are transported to the gymnasium and recreation areas of the ECJ and the ECJA for one hour a day. Staff assigned to insure compliance with this recreation requirement shall report to the respective Director of Inmate Recreation Programs at the ECJ or ECJA. Gym periods shall not be canceled due to the unavailability of staff, except for a documented emergency of which plaintiffs' counsel and the Special Masters are notified (CCO at 13; SCO3 at 6).

4. Elevator: By December 31, 1993, the County shall construct a third and fourth elevator for the ECJ to facilitate the transportation of inmates to recreation areas. The County shall submit quarterly reports to plaintiffs' counsel and the Special Masters until the project's completion. The report shall include the construction schedule, a description of the portion of the project completed, copies of contracts or reports, and other matters on the project's status. The report shall include any changes in the construction schedule and the reasons for the

changes (CCO at 13; 2CCO at 4).

5. Exercise Equipment: The County shall maintain a sufficient quantity of exercise equipment and supplies to provide a meaningful recreation program that ensures that inmates do not have to remain idle during their recreational period (SA at 26; CO2 at 26-27).

6. Exercise Equipment Outside the Dayroom: In addition to providing access to a gymnasium or recreation area, the County shall install and maintain three items of exercise equipment outside each dayroom at the ECJ. This equipment shall be available to inmates during regular dayroom periods for supplemental recreation (SC01 at 11).

7. Service or Repair of Non-Working Recreation Equipment: The County defendants shall repair non-working equipment within 2 working days, and shall order any replacements within 5 working days for any equipment which cannot be repaired (CO2 at 27).

8. Reports: The County shall submit a monthly report to plaintiffs' counsel and the Special Masters that includes daily statistics on the inmate recreation programs, including an inventory of equipment in each recreation area, a listing of any broken equipment or repairs made, and the actual number and the percent of inmates from each housing unit attending each scheduled recreation period (CCO at 13).

9. Sanctions: If the County fails to complete the recreation requirements in this Order, the plaintiffs' may, upon application to the Court, seek to collect the sanctions for recreation violations imposed by the Court's Order of November 27, 1989, in Civil No. 82-1945. The parties shall deposit any collected funds into an interest-bearing account that the Special Masters designate. Upon approval of the Masters, plaintiffs' counsel may spend these funds to ensure compliance with the recreation requirements of this Agreement (CCO at 13-14).

B. Telephone Usage

1. Legal Calls: The County shall provide inmates with access to a telephone which shall be available for legal calls whenever required (CJ at 7).

2. Personal Calls: The County shall provide inmates with the opportunity to make or receive at least two personal phone calls a day which are of sufficient length to provide meaningful contact with family and friends (CJ at 7).

3. Additional Telephones: The County shall install one additional telephone in each housing unit of the ECJ, or increase

the hours of operation of existing telephones to at least 7 a.m. to 10 p.m. in order to provide unlimited legal calls and a minimum of two daily personal calls for inmates (SCC1 at 12).

C. Visitation (Certification required) (CO2 at 28).

1. Visiting Booths: Visiting booths shall provide a degree of comfort for visitors and inmates both in the supervised contact visitation area and the non-contact visitation area. Booths in both visiting areas shall have stools or chairs and a shelf upon which papers may be placed. Booths shall be separated with partitions to maintain privacy during the visits. Booths shall have clear windows and a phone system that provides clear visual and oral communication (SA at 25; CO2 at 28).

2. Duration and Frequency of Visitation at the ECJ: Inmates may have at least 6 visits a week. Each inmate shall have at least 20 minutes of visitation time each day for six days a week. Children may visit during these times. The County shall provide evening visiting hours for inmates and their family and friends (CJ at 7).

3. Duration and Frequency at the ECJA: Each inmate shall have at least 30 minutes of visitation time each day for five days a week (CO2 at 28; SA at 25).

4. Visitation Increases As Needed: The County shall not turn away visitors who cannot be accommodated during fixed visiting hours within regular visiting areas. Rather, the County shall hold visits in visiting areas on other floors or shall provide sufficient correctional staff to extend visiting hours for any visitors waiting to visit with inmates at the close of visiting hours. A notice to this effect shall be posted in the waiting areas for visitors (SA at 25; CO2 at 28; SC03 at 6; SC01 at 9).

5. Contact Visits: The County shall provide for a supervised contact visitation program in the discretion of the jail administrator (SA at 25).

6. Visitation Log: The officer who supervises visitation opportunities on each unit of the ECJ shall maintain a daily log that records all visits conducted in the unit, the date, the name of each inmate receiving a visit, the time at the beginning and at the end of the visit, and the signature or initials of the officer making the log entry (CO at 28; CO2 at 28).

D. Law Library: (Certification required) (CO2 at 28-29).

1. Access at the ECJ: Upon request, each inmate may spend at least 2 hours a week in the law library (SC01 at 11).

2. Access at the ECJA: The County shall provide access to the law library at least 40 hours per week. Upon request, each inmate may spend at least five two-hour periods a week in the law library. If feasible, access to the law library shall be provided at the next date scheduled for library use (SA at 26).

3. Contents of Law Library:

a. Recommended List of Books: The County shall maintain the ECJ and the ECJA law libraries in compliance with the full contents listed in the current edition of the New Jersey State Library's Recommended List of Books for Law Libraries in New Jersey County Jails. The County shall verify its compliance on an annual basis (CJ at 7; SA at 26).

b. Copies of this Agreement: The County shall maintain at all times 5 copies of this Agreement which shall be available for inmates to review and copy (SCO1 at 14).

4. Staffing of Law Library: The County shall insure that one staff person is minimally trained in the use of law books and is assigned responsibility to update legal materials and assist inmates to find the material they seek (SA at 27).

5. Law Library Log: The County shall maintain a log at the ECJ and ECJA that records inmates' requests for time in the law library and actual law library use. This log shall be provided monthly to Plaintiffs' counsel and the Special Masters (2CCO at 4).

E. Effect of a 72 Hour Emergency on Provision of Services:

1. Services Maintained: Regardless of the population level, the County shall maintain the level of visitation, recreation, medical care, dental care, access to legal research facilities, food services, counseling, and other services to inmates required by this Second Consolidated Consent Order. However, personal visiting, recreation and counseling may be suspended for up to 72 hours in the event of a public safety threat (CJ at 6).

VII. Food Service

A. Food Quality

1. Nutritional, Varied, and Palatable Food: The County shall provide meals that are nutritionally balanced, varied, and satisfactorily palatable. Food shall be stored, served, prepared, and distributed in a safe, healthful, nutritional and sanitary manner (SA at 21). (Certification required) (CO2 at 21).

2. Milk and Juice Daily: The County shall serve regular pasteurized milk as a beverage in place of reconstituted dry milk and dry milk products. The County shall serve fruit juice or a piece of fresh fruit with at least one meal a day (SA at 22). (Certification required) (CO2 at 22).

B. Dietician Review

1. Annual Dietician Review: A dietician or other qualified individual shall annually review the adequacy of food service, preparation and storage practices. The dietician shall examine the food being served, including the temperatures at which food is served, and shall review relevant documents. The dietician shall meet with food services personnel, confer with medical staff when appropriate, and have the opportunity to meet with inmates to discuss issues concerning food service. The dietician shall determine whether meals, including special diets, provide a nutritionally balanced, varied, satisfactorily palatable and adequate diet for all inmates and whether food is stored, prepared and served in a safe, healthful, nutritional and sanitary manner. The dietician shall take corrective action if necessary (SA at 21) (Certification required) (CO2 at 21).

2. Dietician Report: The dietician shall submit a report by August 1, 1988 that provides recommendations to insure that meals are nutritionally balanced, varied, and adequate and that food is served, prepared and stored in a safe, healthful, nutritional and sanitary manner. The dietician shall submit this report to the County and plaintiffs' counsel (SA at 21-22) (Certification required) (CO2 at 21).

C. Special Diets

1. Provision of Special Diets: The County shall provide special diets for inmates with medical needs and inmates with legitimate religious requirements (SA at 22) (Certification required, including the system by which County determines need for medical diet) (CO2 at 22).

2. Notice to Inmates: The County shall inform inmates that they are entitled to a special diet whenever a physician deems it medically appropriate (e.g., dietary needs that may be associated with pregnancy, diabetes, ulcers, etc.) and whenever a special diet is in accordance with legitimate religious requirements. The County shall inform inmates of the kinds of special diets available and the procedure they must follow to request a special diet (Certification required including the methods by which the County informs inmates of right to special diet) (CO2 at 22).

3. Monitoring: The County shall monitor inmates' receipt of special diets (SA at 22).

4. Medical Diet: A physician or authorized medical staff shall screen new admittes to determine whether an inmate needs a special diet for medical reasons. A physician or dietician shall approve the actual meal plan that an inmate on a special diet receives. The food service manager and Medical Unit shall be immediately notified whenever an inmate is unable or refuses to eat a prescribed diet. Special diets shall be reviewed on a timely basis by the food service and medical staffs (SA at 22) (Certification required) (CO2 at 22).

5. Religious Diets: (Certification required) (CO2 at 22-23) The County shall provide nutritionally balanced and adequate diets to persons with legitimate religious requirements including, at a minimum:

- a. three meals a day similar in nutritional value to the meals provided to other inmates (SA at 23);
- b. where an inmate cannot, for religious reasons, eat the principal item served at a meal, the County shall provide a substitute item which is similar in nutritional value (SA at 23);

D. Temperatures (Certification required) (CO2 at 23)

1. Food Temperatures: The County shall maintain hot food at a temperature of at least 140 degrees Fahrenheit until the food is actually served. Cold food shall be maintained at a temperature of no higher than 45 degrees Fahrenheit until actually served. The County shall meet these standards not only in the cafeteria but also in other places where food is served such as segregation areas or satellite housing units. Temperature readings shall be maintained in a log (SA at 23).

2. Dish washing: The County shall maintain dish washer temperatures of at least 180 degrees Fahrenheit. Temperature readings shall be maintained in a log (SA at 23).

E. Kitchen Workers' Clothing: (Certification required) (CO2 at 24)

1. Clean Outer Garments: The County shall provide all food service personnel, including inmate workers, with clean outer garments to wear whenever they come into contact with food (SA at 23).

VIII. Control and Elimination of Infestation: (Certification required) (2CO at 21 and 24)

A. Comprehensive Pest Control Program

1. Pest Control in All Areas to Prevent Reinfestation: The County shall implement a comprehensive program to exterminate vermin in jail housing units, eating areas, and the jail's kitchen. The County shall investigate and report on the feasibility of obtaining a contract with a pest control firm that will guarantee elimination of roaches and the prevention of re-infestation, not simply provide for pest control services (SA at 19-20).

2. Elements Required in Pest Control Program: Under the Pest Control Program, the County shall:

a. Food Supplies and Hiding Places: eliminate food supplies and hiding places for roaches (SA at 20);

b. Structural Defects and Openings: repair all structural defects and seal all openings that may allow vermin to enter either the facility or the food storage, service and preparation areas (SA at 20 and 23);

c. Cracks and Crevices: spray cracks and crevices in housing units, pipe chases and elsewhere as deemed professionally appropriate (SA at 20);

d. Routine Surveillance: maintain routine surveillance for the reappearance of roaches or vermin (SA at 20);

e. Report Vermin When Observed: report the presence of roaches or other vermin to the staff in charge of the infestation eradication program and to the pest control operator (SA at 20);

f. On-Call Service: make available on-call service from the pest control operator to insure prompt treatment when vermin are seen (SA at 20); and

g. Follow-up: strictly follow any orders that the pest control operator provides to prevent reinfestation (SA at 20).

3. Screens on Windows and Doors: The County shall place screens on all windows and doors to prohibit flies and other insects or animals from entering the food storage, service and preparation areas (SA at 23).

4. Pesticide Applicators: Only licensed individuals shall apply pesticides. Under no circumstances shall inmates or non-

certified personnel use regulated pesticides (SA at 20).

5. Less Harmful Pesticides Used: Pesticides known to induce resistance in a short period of time shall be avoided whenever possible (SA at 20).

IX. Fire Safety

A. State Fire Safety Inspection

1. Fire Inspection and Report: The County shall arrange for the state fire marshall or an equivalent officer to make a thorough inspection of the ECJ and the ECJA and to issue a report noting deficiencies and required corrective actions (SCO1 at 12; SA at 24).

2. County Response to Fire Safety Deficiencies: The County shall submit a copy of the fire marshall's report and the County's response to plaintiffs' counsel (SCO1 at 12; SA at 24).

B. County Fire Inspections

1. Monthly Fire Safety Inspection: On a monthly basis, the County shall test or check all fire alarms, smoke detectors, fire extinguishing systems, and locking systems necessary to release inmates and staff in the event of a fire. Facility supervisors shall review inspection reports which are filed with a copy sent to plaintiffs' counsel (SA at 24).

2. Written Procedures on Fire Safety Inspections: The County shall adopt written procedures to govern fire inspections and shall provide forms to record the inspections (SA at 24-25).

C. Fire Safety Systems

1. Fire Safety Systems Maintained: In each living unit of the ECJ and the ECJA, the County shall install and maintain in working order a smoke detector alarm system, including battery-operated smoke detectors, a smoke sensory alarm system, a sprinkler system, and a fire suppression system (CCO at 10; CJ at 7; SA at 24; SCO3 at 5).

2. Second Exits: The County shall provide a second exit for every floor which is distinctly and permanently marked, visible, kept clear, and maintained in usable condition (CCO at 10; SA at 24).

3. Fire-Retardant Bedding: (Certification required). The County shall only issue mattresses and mattress covers constructed with materials approved as fire retardant by the New Jersey Department of Community Affairs, the Bureau of Fire Safety

(CJ at 7; SA at 25).

4. Installation of Fire Safety Systems: During the installation of the fire suppression system at the ECJ, the County may temporarily exceed the housing unit caps (SCO3 at 5).

5. Monthly Reports: The County shall submit monthly reports to plaintiffs' counsel and the special master on the construction schedule and ongoing status of the fire safety systems (CCO at 11; SCO3 at 5).

6. Bi-Annual Reports: Effective April 1, 1993, and every six months thereafter, the County shall submit to plaintiffs' counsel and the Special Masters a report from the State Bureau of Fire Safety or its designated fire safety official indicating the extent of compliance and any non-compliance with the installation, location, or operation of smoke alarms, the automated smoke suppression system and the second exits (SCO3 at 5).

D. Fire and Emergency Evacuation Plan

1. Elements of the Evacuation Plan: The County shall provide a written fire and emergency evacuation plan that includes:

a. Fire Drills: provisions for both dry run and actual evacuation fire drills of inmates (SA at 25);

b. Responsibilities in Event of Emergency: both the steps to be followed and a listing by title of individuals who are responsible for action in the event of a fire or emergency (post orders shall incorporate these responsibilities and actions) (SA at 24);

c. Holding Areas for Evacuated Inmates: safe, secure holding areas, including inclement weather alternatives, for evacuated inmates in all living units (SA at 24); and

d. Training on Emergency Procedures: training staff and inmates in fire procedures and evacuation routes (SA at 25);

2. Fire Drills: The County shall conduct, on all watches and shifts, both dry run and actual evacuation drills of inmates. Written drill plans shall be filed and submitted to plaintiffs' counsel (SA at 25).

3. Training Staff and Inmates in Evacuation Procedures: The County shall distribute fire evacuation procedures to all staff and inmates. New staff and inmates assigned to each housing unit shall be required to read (or have read to them)

these procedures (SA at 25).

4. Housing Disabled Inmates: The County shall house inmates who have physical disabilities in units that facilitate their evacuation under emergency circumstances (SA at 25).

E. Fire Prevention Standards: The County shall comply with the standards relating to correctional or detention facilities contained in the most recent edition of the National Fire Prevention Association (NFPA) or superseding state regulations (SA at 24).

F. Sanctions Re: Fire Safety

1. Process to Obtain Sanctions: Plaintiffs may seek sanctions under the Court's Order of July 28, 1989, in Civil No. 87-871 if the County fails to file a timely report with the Special Masters, or if progress is insufficient to install fire safety improvements by the dates required. Plaintiffs' counsel may use the sanction money to complete the fire safety improvements by the required dates (CCO at 11).

X. Maintenance and Repair Requirements

A. Physical Plant Maintenance at the ECJ:

1. Safe and Sanitary Condition: The County shall maintain the ECJ in a safe and sanitary condition (CJ at 7).

2. Maintenance of Fixtures: The County shall adequately maintain, repair or replace jail fixtures, which include water closets, faucets and lavatories, escutcheons on showers and temperature regulating valves, metering units, lighting fixtures, windows and screens (SCO3 at 7).

3. Maintenance of Facilities: The County shall adequately maintain, repair, or replace facilities, which include ceilings, pipes, toilets, urinals, sinks, showers, and windows (SCO3 at 7).

4. Survey of Non-Working Fixtures and Facilities: The County shall survey all damaged or non-working fixtures and facilities. This survey shall identify which facilities and fixtures can be repaired and which facilities and fixtures need replacement. The County shall provide a copy of the survey to plaintiffs' counsel and the Special Master by February 22, 1989 or pay plaintiffs' counsel for the costs of conducting this survey (SCO3 at 7-8).

5. Reporting: The County shall assign staff to receive and investigate reports of broken or inoperable facilities and fixtures, to post these reports in a central log, to arrange for

repairs, and to monitor the completion of repairs on all facilities and fixtures. The County shall notify plaintiffs' counsel of the identity of the staff members assigned the tasks set forth in this paragraph (SCO3 at 8).

6. Inspection Within 72 Hours: Within 72 hours of a report of non-working or damaged fixtures or facilities, a person trained in the repair or maintenance of the fixture or facility shall inspect any items in need of repair or maintenance (SCO3 at 8).

7. Repair Within 3 Days: Within 3 business days of the inspection described in Section XI.6, the County shall complete the maintenance or repair of a jail facility or fixture, subject to the availability of parts and supplies (SCO3 at 8).

8. Replacements: The County shall replace any fixtures or facilities that have been in disrepair for longer than 30 days. However, replacement is not required in those instances where the County has ordered the necessary parts or supplies to repair or maintain a fixture, and the delay is not attributable to any action or inaction of the County (SCO3 at 9).

9. Monthly Log Reports: By the 15th day of each month, the County shall provide plaintiffs' counsel with copies of the maintenance and repair logs prepared for the previous month. The log shall record all damaged and non-working jail fixtures and facilities and indicate the completion date or status of the repair (SCO3 at 8).

B. Short-Term Maintenance at the ECJA (Certification required) (CO2 at 15-17)

1. Safe and Sanitary Maintenance: The County shall maintain all plumbing, windows, lighting and electrical fixtures or other items in a safe and sanitary fashion (SA at 12).

2. Daily Inspections with Checklist:

a. Elements Required on Inspection Checklist: The County shall use a written inspection checklist to:

(1) record its daily inspection of all areas, including an inspection of windows, window panes, and window screens;

(2) identify any breakage or deficiencies in general cleanliness; and

(3) identify any breakage or deficiencies in plumbing, ventilation, electrical service, locks and gates, fire and safety devices, and other preventive maintenance

needs (SA at 13 and 15; CO2 at 19).

b. Daily Certification of Inspection Checklist: The employee who performed the inspection shall sign and date the inspection checklist and certify that the checklist is accurate and complete and that all safety, sanitation or maintenance concerns are noted (SA at 15).

/c. Review and Access to Inspection Checklists: Completed checklists shall be reviewed by the inspecting officer's supervisor, filed, and shall be made available to plaintiffs' counsel (SA at 15).

3. Daily Collection of Maintenance Requests: On a daily basis, the County shall collect maintenance requests and reports of non-working or broken fixtures and facilities (SA at 12; CO2 at 17).

4. Timely Repair: The County shall repair, on a timely basis, all plumbing, windows, window screens, window panes, floors, lighting and electrical fixtures and facilities located in inmate housing units and program areas (SA at 12-13; CO2 at 17 and 19).

5. Two Day Repair of Facilities: The County shall repair malfunctioning toilets and sinks and broken or missing window glass panes and screens within 2 days. Until repair is made, the County shall temporarily cover and secure the areas of the screen or window in need of repair (SA at 12).

6. Alternate Housing if Timely Repair Not Possible: If repair cannot be made within the time frame required in paragraph XIB5, the County shall not house any inmate in a cell with a broken toilet or sink, in a dorm where the number of working toilets and sinks falls below the ratio set forth in this Agreement, or in a housing unit with broken or missing window glass panes or screens (SA at 12; CO2 at 18).

7. Replacement: The County shall replace all fixtures, facilities, and other items that cannot be repaired (SA at 12; CO2 at 17).

C. Maintenance Standards at the ECJA (Certification required) (CO2 at 15, 17 and 19)

1. Toilets: The County shall maintain all toilets in working order. The County shall ensure that toilets do not leak and that toilets effectively and thoroughly dispose of bodily wastes and soiled toilet tissue. The County shall ensure that toilets have readily cleanable, smooth and impervious outside surfaces (CO2 at 18; SA at 12-14).

2. Sinks: The County shall maintain all sinks in working order. The County shall ensure that sinks do not leak and that sinks provide sufficient hot and cold running water for drinking and washing (CO2 at 18; SA at 13).

3. Showers: The County shall maintain all showers in working order. The County shall ensure that showers provide hot water that is not overly hot (110 degrees plus or minus 3 degrees Fahrenheit). The County shall ventilate the shower area to vent humidity and prevent the collection of moisture, mold and mildew, the rusting of walls, and the peeling of paint and shall install ceiling exhaust fans, if necessary. The County shall ensure that showers have readily cleanable, smooth and impervious outside surfaces (SA at 13-14).

4. Shower Curtains: The County shall provide shower curtains that will be regularly cleaned and replaced if soap film, mildew, bacterial slime, or mold cannot be removed (SA at 13).

5. Water Pressure: The County shall provide plumbing fixtures with adequate water pressure for proper operation. The County shall increase water supply capacity to prevent pressure drops when several fixtures are used simultaneously (SA at 13).

6. Leaks and Clogged Drains: The County shall eliminate all leaks and clogged drains so water does not stand or drip on the floor in housing units, cells, showers, pipe chases, or food serving areas of the kitchen (SA at 13).

7. Cross-Connections: The County shall eliminate all cross-connections between potable and non-potable or waster water systems (SA at 13).

8. Backflow Preventers and Vacuum Breakers: The County shall install backflow preventers and vacuum breakers where needed to meet plumbing codes (CO2 at 15; SA at 13).

9. Sewer Line Openings: The County shall cap or repair all openings in sewer lines where sewer gas can escape (CO2 at 15; SA at 13).

10. Plumbing Standards and Regulations: The County shall adhere to all applicable state and municipal plumbing standards and regulations (SA at 13).

11. Air Handling Systems: The County shall maintain or repair air handling equipment in good working condition and shall keep a record of all repair work done (SA at 14).

12. Electrical Wiring: The County shall eliminate all exposed electrical wiring. The County shall ensure that all

extension and appliance cords meet the National Electric Code (NEC) standards and that repairs to extension and appliance cords comply with NEC standards. The County shall not attach multiple outlet extension cords to a single receptacle or outlet (CO2 at 15; SA at 14).

13. Windows and Screens: The County shall ensure that glass window panes are not broken or missing and shall ensure that all windows and doors are equipped with screens. The County shall maintain a regular cleaning schedule for all jail windows and screens (SA at 13 and 20; CO2 at 19).

14. Walls and Equipment: The County shall repair or replace all rusted or deteriorated walls and equipment so the outside surface is smooth and impervious and may be cleaned properly (SA at 13-14).

15. Floors: The County shall replace missing floor tiles in the mess hall and shall maintain the floor in a state of continuous repair or shall install a solid flooring material such as a seal coat flooring (SA at 14).

D. Preventive Maintenance at the ECJA (SA at 14; CO2 at 16) (Certification required) (CO2 at 15).

1. Preventive Maintenance Plan and Report: By June 1, 1989, the County shall adopt and implement a preventive maintenance plan to meet the requirements of this Agreement and shall submit a report to plaintiffs' counsel and the Special Masters that identifies the maintenance and repair work completed (CO2 at 16; SA at 15)

2. Preventative Maintenance Specifications: The preventive maintenance plan shall indicate the specific measures the County will take to maintain each piece of equipment, machine or system (CO2 at 16).

3. Preventative Maintenance Staff: The preventative maintenance plan shall state the titles of employees and type of mechanic responsible for executing the preventive maintenance plan. The County shall assign preventative maintenance staff to perform preventive maintenance as their primary duty at the facility. The County shall ensure that the preventative maintenance staff are adequately trained and have sufficient clerical assistance to work efficiently (SA at 14-15).

4. Preventative Maintenance Schedule: The County shall use a checklist to inspect, service and maintain all heating, ventilation, plumbing, electrical, steam, air conditioning, refrigeration, cleaning and laundry equipment and systems at the ECJA pursuant to a written schedule that conforms to manufacturer's specifications, or if not known, to appropriate

professional standards (SA at 15; CO2 at 16).

5. Inventory of Parts and Supplies: The County shall maintain an adequate inventory of regularly needed parts and supplies to prevent unnecessary delays in major repairs. The supply of spare parts shall provide a backup supply of 90 days or longer if a part is not readily available within 90 days (SA at 15).

6. Preventative Maintenance Records: The County shall keep a record of all preventive maintenance inspections and service. The person responsible for the inspection and maintenance shall certify that information on the checklist is accurate and complete and shall forward checklists and certifications of service or repair to the appropriate supervisor for review. This documentation shall be maintained in files that are available to plaintiffs' counsel and state inspectors (SA at 14-15).

E. Comprehensive Physical Plant Repair Plan at the ECJA
(Certification required) (SA at 16; CO2 at 16)

1. Report on Necessary Repairs: The County shall prepare and submit to plaintiffs' counsel a Comprehensive Physical Plant Repair Plan that lists the repairs needed on electrical services, plumbing and sanitary systems, hot water production and delivery, and heating and ventilation systems to bring all the services and systems into compliance with appropriate codes and professional standards, to meet the minimum requirements of this agreement, and to eliminate any environmental or sanitary conditions which pose a danger or hazard to ECJA and ECJ inmates (CO2 at 16; SA at 15-16).

2. Dates to Complete Repairs: The Comprehensive Physical Plant Repair Plan shall specify the starting and completion date for any work necessary (SA at 16).

F. Adequate Staffing for Maintenance and Repair
(Certification required) (CO2 at 17)

1. Adequate Repair Personnel: The County shall commit a sufficient number of plumbers, masons, electricians and other skilled workers to meet the maintenance and repair requirements of this Agreement (CO2 at 15).

2. Staffing Plan: The County shall complete a staffing analysis, staffing plan, and implementation schedule by June 1, 1988 to provide adequate maintenance and repair services for the ECJA (SA at 16).

3. Staffing Analysis: The staffing analysis shall address the level of staffing needed to meet this Agreement's requirements in the following areas: electrical, plumbing,

ventilation, preventive maintenance, laundry, stores and supplies, janitorial, mechanical and grounds keeping. The staffing analysis shall review current authorized staffing, vacancies, position descriptions, salaries, classification, and workload (SA at 16).

XI. Housekeeping

A. Written Housekeeping Plan:

1. Regular Cleaning and Painting: By August 1, 1989, the County shall implement a written housekeeping plan for all housing units, inmate program areas, and the kitchen which insures that all areas are regularly cleaned, painted and maintained in a safe and sanitary condition (SA at 16) (Certification required) (CO2 at 19).

2. Items to Include in Housekeeping Plan: The housekeeping plan shall identify the following:

- a. Areas to be Cleaned: the areas and facilities to be cleaned, and the procedure, frequency, and time necessary for proper cleaning;
- b. Areas to be Painted: the areas or facilities to be painted, and the procedure, frequency, and time necessary for proper painting;
- c. Staffing Required: the number of staff members necessary to complete each cleaning or painting task;
- d. Purchase of Equipment and Supplies: the procedure for the purchase of housekeeping equipment and supplies;
- e. Maintain and Distribute Equipment and Supplies: the distribution and maintenance of housekeeping equipment and supplies; and
- f. Supervisor in Charge: the title of the supervisor responsible for overseeing housekeeping assignments (SA at 16-17).

3. Daily Housekeeping Tasks: Daily housekeeping tasks include:

- a. Sweeping and Mopping: sweeping and mopping floors in all common areas of every living unit, shared bathrooms, showers, program areas and the kitchen with an appropriate, non-irritating, cleaning and disinfectant solution (SA at 17);

b. Collecting Trash and Debris: emptying all trash containers and collecting debris or trash that accumulated in each housing unit, on the window ledges of each housing unit, in a food service area or the kitchen, or other areas in such proximity to the housing unit so as to pose a safety, sanitary, health, security, or fire hazard (SA at 17);

c. Cleaning and Scrubbing: cleaning and scrubbing walls, floors, ceilings, sinks, toilets and all other equipment and sanitary facilities in each housing unit, bathroom, shower area, food serving area, and kitchen to eliminate dirt, grease, soap film, mold, mildew, slime, scales and bacterial growth, with a compound that is safe and effective for these purposes and which can control odors rather than one which relies on a masking agent (SA at 17); and

d. Pipe Chases: cleaning regularly the pipe chases of each housing unit (SA at 17).

4. Written Checklist: The County shall use a written checklist for a daily housekeeping and cleaning inspection to assure that all areas are clean and sanitary. This checklist shall be signed and dated by the inspecting official, reviewed by the supervisor, filed, and made available to plaintiffs' counsel (SA at 17-18).

5. Storage of Solvents and Solutions: The County shall store all chemicals, solvents and cleaning solutions in clearly marked containers. Dangerous and poisonous chemicals shall be in protected storage. The County shall post cautions, directions, antidotes and emergency procedures for each chemical or agent at the place of storage, readily available to living unit and medical staff. The County shall not store chemicals, solvents, or cleaning solutions in recycled food or drinking containers (SA at 18) (Certification required) (CO2 at 20).

6. Health and Sanitation Supervisor: A qualified person, familiar with health and safety standards and practices, shall oversee health and sanitation conditions related to housekeeping (SA at 17) (Certification required) (CO2 at 19).

7. Housekeeping Supervisor: Assigned staff shall supervise housekeeping and cleaning activities at all times, instruct inmate workers and inspect work when completed (SA at 17) (Certification required) (CO2 at 19).

XII. Bedding, Laundry, and Clothing

A. Bedding, Laundry, and Clothing Plan

1. Plan to Meet Requirements of Agreement: The County shall develop, implement, and submit to plaintiffs' counsel a laundry, bedding, and clothing plan to comply with the requirements of this Agreement (SA at 19).

B. Bedding

1. Quality of Mattresses: The County shall provide inmates with mattresses and mattress covers that are in good repair and constructed with fire retardant material approved by the New Jersey Department of Community Affairs, Bureau of Fire Safety (SCO3 at 15) (Certification required) (2CO at 25-26).

2. Mattress Storage and Cleaning: The County shall mark mattresses and mattress covers by number, store and maintain them in a sanitary manner, sanitize them before issue, and clean them on a routine basis (SCO3 at 15).

3. Mattress Survey and Replacement: Every 3 months, the County shall survey all mattresses and mattress covers and identify the number and location of mattresses with covers that are torn, ripped, or otherwise in poor repair. The County shall remove these mattresses from use and repair or replace them within 30 days from the due date of each quarterly survey (SCO3 at 14-15).

C. Laundry (Certification required) (CO2 at 25).

1. Laundry Procedures: The County shall secure proper equipment and shall establish procedures to separate clean and dirty cloths and sort and fold laundry. Laundry shall be washed at least at 160 degrees Fahrenheit for 20 minutes or longer. Bleaches and laundry soaps shall be used where necessary for the proper care of linens and flat work (SA at 19).

2. Linens: Upon issue and on a weekly basis, the County will provide clean sheets and pillow cases (SA at 18).

3. Blankets: Upon issue and on a monthly basis, the County shall clean blankets. The County shall replace all worn or soiled blankets and pillows (SA at 18-19).

4. Pillows and Mattresses: Upon issue, the County shall sanitize mattresses and mattress covers. Thereafter, the County shall routinely clean and maintain pillows and mattresses in a sanitary condition (SA at 18).

5. Towels: The County shall provide towels to each inmate and shall clean the towels at least twice a week (SA at 11).

6. Outside Laundry Used: If the County's laundry facilities cannot accommodate the schedule set forth in this Agreement, the County shall meet the requirements of this Agreement with the assistance of an outside laundry (SA at 19).

D. Clothing

1. Proper Clothing: The County shall provide each inmate with clothing that is properly fitted, climatically suitable, durable, economical, easily laundered, in good repair and - presentable (SA at 18).

2. Items of Clothing: Upon admission, the County shall provide each inmate with 2 sets of outer garments, 2 sets of undergarments, and two sets of socks. The County may supply one set of outer garments as sleep wear provided the set is laundered in accordance with this Agreement. If not already possessed by an inmate, the County shall supply inmates with one set of shoes. The County shall provide additional sets of clothing to inmates assigned to work duties (SA at 18-19) (Certification required) (CO2 at 25).

3. Laundering Clothes: (Certification required) (CO2 at 25)

a. Underwear and Socks: The County shall launder each inmate's underwear and socks every two days (SA at 19);

b. Outer Clothing: The County shall launder each inmate's outer clothing at least two times per week, except for coats, jackets and shoes (SA at 19);

c. Sleepwear: The County shall exchange sleepwear weekly (SA at 19); and

d. Personal Clothing: The County shall provide inmates with a method to launder personal clothing in the central laundry facility (CO2 at 25).

XIII. MEDICAL CARE

A. Organization of Health Services

1. Medical Director: The ECJ and the ECJA shall have a medical director who is board-certified in internal medicine, surgery or family practice. The medical director's responsibilities include (CO2 at 6):

a. Budget: The director shall have clear clinical and administrative authority to evaluate budgetary needs (CO2 at 6);

b. Clinic Supervision: The director shall supervise and maintain accountability for the operation of the medical clinic and shall coordinate with all external and internal services that have an impact on medical care (e.g. hospitals, radiology, laboratory, consultants, psychiatrists, dental, etc.) (CO2 at 6);

c. Quality of Care: The medical director shall regularly review charts and ensure the quality of medical care (CO2 at 6); and

d. Staff Evaluation: The director shall annually evaluate all health care staff's clinical work and performance. Each staff member shall have this evaluation placed in his or her personnel file (CO2 at 6).

2. Medical Administrator: The County shall provide a medical administrator who reports to the Medical Director and shall maintain chart systems, ensure the collection and compilation of proper statistics and maintain an adequate system of record keeping. The medical administrator shall order and maintain equipment and make budget recommendations (CO2 at 6-7).

3. Mental Health Services Director: The County shall provide a Mental Health Services Director who reports to the Medical Director and ensures the delivery of appropriate mental health services or referrals (CO2 at 7; SA at 27).

B. Medical Staff Licenses and Accreditation:

1. Licenses: The County shall maintain copies of current licenses for all medical personnel (CO2 at 7).

2. CPR Accreditation:

a. Medical Staff: All physicians, nurses, and physician extenders shall have current CPR accreditation with certifications kept on file (SCO3 at 11; CO2 at 10).

b. Correctional Staff: At least 3 correctional officers on each shift at the ECJ shall be CPR-trained. At least 10 correctional officers on each shift shall be CPR-trained. At the ECJ, at least 3 correctional officers on each shift at the ECJA shall be CPR trained (SCO3 at 11; CO2 at 10).

C. Doctor and Nursing Coverage

1. Nursing Coverage: The County shall maintain on-site nursing coverage at the ECJ and ECJA 24 hours a day, 7 days a week (SCO3 at 11; CO2 at 10).

2. Physician Coverage:

a. ECJ: At the ECJ, the County shall provide full time physician coverage with at least 2 medical doctors working on site at least 6 hours each weekday and on call at least 4 hours on weekend days and holidays (SCO3 at 11).

b. ECJA: At the ECJA, the County shall provide full time physician coverage by utilizing no less than 4 medical doctors who will each work on site six hours each weekday and who will be on call at least 4 hours on weekend days and holidays. Each weekday, there shall be at least 10 hours of on-site coverage. One of the 4 physicians shall be board-eligible or board-certified in gynecology and obstetrics and shall provide at least 30 hours per week of on-site coverage (CO2 at 9).

D. Intake Screening:

1. Initial Screening Within 24 or 72 Hours:

(a) 72 Hour Screening: If new inmates are housed in separate admissions housing as required by this Agreement, then the County shall provide each inmate with a medical screening, all required physical examinations, including a psychological, psychiatric or dental evaluation, and a classification review within 72 hours of admission (SCO3 at 10; SCO1 at 11; CJ at 6; CO2 at 7; SA at 7).

(b) 24 Hour Screening: If the County cannot house new admissions separately until after their physical examination, these new inmates shall receive their medical screening and physical examination within 24 hours of admission, except for weekend admittees who shall have their physical examination no later than Monday (SCO3 at 11; CO2 at 8).

2. Medical Screen:

a. Availability: A clinically trained person (who shall be an individual with qualifications equivalent to or exceeding those of a LPN or a medical technician) shall provide inmates with a medical screen 24 hours a day, 7 days a week (SCO3 at 9; CO2 at 7; SA at 27);

b. Areas Covered:

(1) Medical History: The medical screening shall include a history of current illnesses and health problems (including mental, dental and communicable diseases), drug and alcohol use (including types, methods, amounts, frequency, date or time of last use and a history of problems which may have occurred after ceasing the drug or alcohol use, such as convulsions), suicide risk, medications taken, special health problems or requirements (such as allergies and therapies), and other health problems as designated by the responsible physician (SCO3 at 10; CO2 at 7);

(2) Observation: The medical screening shall include an observation and notation of behavior (including unusual behavior, appearance, conduct, tremors and sweating), body deformities, ease of movement, condition of skin (including trauma markings, bruises, lesions, jaundice, rashes, infestations, needle marks and other indications of drug abuse) (SCO3 at 10; CO2 at 8); and

(3) Recommendation: The medical screening shall include a recommended disposition including (i) referral on an emergency basis to an appropriate health care provider, (ii) placement in general inmate population with later referral to an appropriate health care service or provider, or (iii) placement in the general inmate population (SCO3 at 10; CO2 at 8).

3. Physical Examination: Every inmate shall have a physical examination that covers the following areas:

a. Communicable Diseases and Health Impairments: Every inmate shall have a physical examination and any testing necessary to identify a contagious condition, communicable disease or serious health impairment that may be asymptomatic or otherwise not ordinarily detectable by a routine physical examination. Weekend admittees shall have their physical examination no later than Monday (SCO3 at 10; CO2 at 8);

b. Vital Signs and Statistical Information: The physical examination shall, at a minimum, include recording of height and weight, an assessment of vital signs (pulse, blood pressure and temperature), neurological system, heart, lungs, abdomen and an assessment of recent trauma (SCO3 at 10; CO2 at 8); and

c. Diagnostic Testing: Every inmate shall receive diagnostic tests that include, but are not limited to, a tuberculin skin test and syphilis serology. In addition to

these tests, all female inmates shall also receive a pregnancy test (SCO3 at 10; CO2 at 8-9).

4. Separate Admissions Housing: All new inmates shall be housed in a separate admissions housing area until they receive a medical screening, a physical examination by a licensed physician, and classification review. (SCO3 at 11; CO2 at 9; SA at 7).

5. Classification: The County shall not make housing classification determinations until the medical screening and physical examination are completed. The County shall immediately refer those inmates in need of a hospital or emergency room evaluation to the hospital. Inmates with special medical needs (including those inmates in wheelchairs) shall be housed in an infirmary. Inmates who are mentally ill shall be placed in observation and/or on a suicide watch or referred to an appropriate psychiatric facility (SCO3 at 11; CO2 at 9).

6. Medical Recordkeeping:

a. Establishing a Medical File: At intake, the County shall create a medical record for each admittee, which will accompany inmates if they transfer between the ECJ and ECJA. If a transferred inmate is not accompanied by his medical file, a new record shall be created (SCO3 at 13; CO2 at 12).

b. Contents of Medical Files: Medical records shall include an inmate's admission history and physical examination notes, all laboratory and test results, consultations, progress notes, all clinical encounters, a working problem list, all mental health notes, and a clear notation of allergies. Each progress note should be entered in a standard format (i.e., "SOAP = - subjective, objective, assessment and plan) (SCO3 at 13; CO2 at 12).

c. One Medical Folder: All patient-related materials (e.g., mental health, dental, medical) shall be kept in one folder so that all practitioners have access to the findings (SCO3 at 13; CO2 at 12).

d. Confidentiality: Medical records shall be managed in a manner that protects the confidentiality of an inmate's medical status and condition. Medical records shall be stored so they are not accessible to correctional personnel. When inmates are transferred between facilities, medical records shall be transferred in a manner which protects their confidentiality (SCO3 at 13; CO2 at 12).

E. Sick Call

1. Daily Processing: On a daily basis, the County shall collect and process inmate requests for medical attention (SCO3 at

12; CO2 at 10).

2. Week-end Sick Call: By 9:00 a.m. on Saturdays, Sundays and holidays, the health care professionals on duty shall list all inmates who have a sick call request and need a physician's diagnosis and treatment. The health care professionals shall promptly notify the designated physicians of the need to come to the ECJ or the ECJA for weekend sick call (CO2 at 10).

3. Sick Call Records:

a. Daily Sick Call List: The County shall create a daily sick call list of all requests for medical attention. This list shall include a brief notation of the purpose and outcome of each inmate's visit to the medical department. Sick call lists shall be kept on file for at least 3 years (SCO3 at 12; CO2 at 10); and

b. Inmate's Medical Folder: The County shall place a record of an inmate's sick call request in the inmate's medical folder. If an inmate requests sick call, but then fails to appear, the County shall obtain an explanation which is placed in the folder (SCO3 at 12; CO2 at 11).

4. Routine and Preventative Care: Within 24 hours of a request, inmates who need routine or preventive care shall have access to medical staff capable of diagnosing and treating their health care complaints (SCO3 at 12; CJ at 6; CO2 at 10).

5. Emergency Care: Inmates who need emergency care shall have immediate access to medical staff (SCO3 at 12; CJ at 6; CO2 at 10).

a. Triage: A trained health care staff member (LPN) shall triage sick call requests based on a clinical assessment that includes a brief history and evaluation of vital signs and physical condition. An inmate's medical folder shall contain a record of this assessment (SCO3 at 12; CO2 at 10);

6. Follow-up: The County shall implement a follow-up system for inmates with chronic medical problems (e.g., hypertension, diabetes), abnormal laboratory results or prolonged acute problems (SCO3 at 12; CO2 at 11).

a. Inmate Unavailability for Follow-up: If an inmate is unavailable for the follow-up visit, the Medical Department shall make a chart and promptly reschedule the appointment (SCO3 at 12; CO2 at 11); and

b. Inmate Refuses Follow-up: A inmate may refuse a follow-up visit only in the presence of medical staff in the clinic. The inmate shall sign a refusal form which is placed in the

inmate's medical folder (SCO3 at 12; CO2 at 11).

7. Implementation of Sick Call Requirements: The County shall take all necessary steps to comply with the requirements for sick call procedures, including renovation of facilities, acquisition of equipment, and hiring of additional staff (SCO3 at 12; CO2 at 10).

F. Medication

1. Distribution: Only qualified medical or nursing personnel shall distribute medication (SCO3 at 14; CO2 at 13).

2. Pharmaceutical Records: A pharmacist or other appropriate health care provider responsible for dispensing medication shall keep records at the ECJ and the ECJA of inmates' allergies, medication usage, drug reactions and interactions (CO2 at 13).

G. Clinics and Infirmaries

1. Infirmary at the ECJ and ECJA: The County shall maintain infirmaries at the ECJ and ECJA for all inmates in need of convalescence, separate management or recovery. The ECJA shall have a separate infirmary for women (SCO3 at 13; CO2 at 12).

2. Services Provided: Each infirmary shall have 24 hour medical coverage, daily bedside visitation by a physician or physician extender, and an area for performing treatments and evaluations (SCO3 at 13; CO2 at 12).

3. Space, Staff, and Equipment: The County shall provide space, personnel, support staff, and equipment which are sufficient, in the Medical Director's judgment, to deliver medical services, including examination, treatment, infirmary space, and office space, in accordance with professional standards in the community for a comparable patient population in terms of numbers, needs and histories (CO2 at 7).

4. Blood Work: The infirmary shall obtain necessary blood work at all times with daily delivery to the referral laboratory (CO2 at 7).

H. Consultations and Referrals

1. Timely and Appropriate Consultations and Referrals: The County shall arrange for timely and appropriate consultations and referrals for inmates in need of a specialist's care or for medical attention in a clinic or hospital (SCO3 at 12; CO2 at 11).

a. Logs: The medical department shall maintain a log of all inmate appointments with specialists or referrals to clinics and hospitals (SCO3 at 13; CO2 at 11);

b. Transport: The County shall ensure the availability of sufficient vehicles and staff to transport inmates to scheduled appointments (SCO3 at 13; CO2 at 11); and

c. Review: The County shall request that all inmates sent for consultations return with detailed records of what was accomplished. Within 24 hours, a physician shall review the consultation results and state on the chart whether the specialist's or clinic's plan will be followed, and, if not, the reason for the decision (SCO3 at 13; CO2 at 11).

I. Surgery

1. Standard to Perform Surgery: Upon the physician's recommendation, the County shall arrange for surgery for conditions resulting in current suffering or pain or serious physical distress or discomfort. Surgery shall be provided for serious medical needs and shall not be limited to conditions that are life-threatening or that would necessarily lead to permanent disfigurement or lasting discomfort (SCO3 at 14; CO2 at 13).

2. Timeliness: The County shall provide for timely surgery. Timeliness shall be assessed by reference to the time during which such surgery would routinely be scheduled and performed consistent with ordinary medical practices in the community (SCO3 at 14; CO2 at 13).

3. Surgical Consultations: The County shall schedule surgical consultations based on the inmate's actual physical distress and the probable medical consequences of delayed attention to the problem, including pain, suffering, serious physical discomfort and distress. The County shall not base its consultation policy simply on a categorization of the surgery as elective or necessary. The County shall not routinely deny or delay surgical consultations (SCO3 at 14; CO2 at 13).

J. Dental Care

1. Licensed Dentist: A dentist licensed by the State of New Jersey shall direct the provision of all dental care to inmates (CO2 at 13).

2. Dental Screening: All new inmate admissions shall receive a dental screening (CO2 at 13; SA at 27).

3. Examination by Request or Referral: The County shall schedule inmates for a dental examination if an inmate submits a sick call request indicating a dental problem or if a health care professional refers the inmate for dental care. If the examination indicates a need for treatment, the required treatment shall be entered in the inmate's dental record (CO2 at 13).

4. Dental Treatment Program: The County shall implement a dental treatment program that accommodates all inmates' dental needs but provides dental care on a priority basis to those in greatest need (CJ at 6; CO2 at 13-14).

a. Preventive Dentistry: The dental treatment program shall include providing regular dental care to inmates including teeth cleaning and cavity fillings (CO2 at 14);

b. Priority Treatment: The dental treatment program shall provide priority treatment under the following circumstances:

- (1) On an immediate basis, the County shall provide dental care to inmates who need emergency treatment or who have complicated medical problems such as allergies, diabetes, heart conditions or blood disease (CO2 at 14);
- (2) Within 24 hours of a request or a referral, the County shall evaluate the dental needs of inmates who lack sufficient teeth to masticate the food provided. For these inmates, the County shall schedule appropriate dental treatment on a priority basis in accordance with professional standards in the community (CO2 at 14);
- (3) Within 3 days of a request or referral, the County shall evaluate those inmates who are in pain or discomfort due to dental conditions. For these inmates, the County shall schedule appropriate dental treatment on a priority basis in accordance with professional standards in the community (CO2 at 14); and
- (4) In all other cases, the County shall use the date of incarceration as a basis for placement on treatment lists and shall schedule inmates for an appropriate program of dental treatment in accordance with professional standards in the community (CO2 at 14).

K. AIDS and Chronic Illnesses

1. Diagnostic, Counseling, and Treatment Services: The County shall provide diagnostic, counselling and treatment services which are necessary to preserve the health and reduce the suffering of persons with AIDS and other serious chronic illnesses (SC03 at 13; CO2 at 12).

2. Medications: The County shall provide medications deemed appropriate by a treating physician in accordance with recognized clinical or professional standards (SC03 at 13; CO2 at 12).

XIV. Comprehensive Staffing Analysis and Plan (Certification Required) (2CO at 27)

A. Staffing Plan

1. Staffing Analysis: The County shall obtain and submit to plaintiffs' counsel an independent, professional staffing analysis for three areas of ECJA operations: security staffing and training, classification, and inmate activities (SA at 28; CO2 at 27).

2. Contents of Staffing Analysis: The staffing analysis shall address staff training, staff coverage, classification, inmate activity, intake population, and corrections operations. The staffing analysis shall review current authorized staffing, vacancies, position descriptions, salaries, classification, and workload. The analysis shall try to maximize the use of properly classified and trained inmate workers where appropriate. The analysis shall take into account the requirements of this Agreement with respect to health, safety, and food service as it impacts on the work of corrections or civilian staff (SA at 29).

3. Implementation of Staffing Plan: Based on the staffing analysis, the County shall develop and submit to plaintiffs' counsel a staffing plan by July 1, 1989, and shall fully implement the staffing plan by January 1, 1990 (SA at 28; CO2 at 27).

XV. Alternatives to Incarceration Programs

A. Reports on ISP and Community Service Program:

1. Quarterly Report: Every 90 days, the County shall prepare and submit a report to the Court, the Special Masters, and the parties detailing how many individuals participated in the County's Intensive Supervision Probation program and the County's Community Service program. The County shall regularly request from any relevant county and state agencies all information required for these reports and shall attach to its quarterly report its request for information and any material received (SCO1 at 13).

B. Pre-Trial Supervision and Services Program

1. Non-Profit Bail Bond Agency: The County shall fund the Vera Institute of Justice (Vera) to operate a non-profit bail bond agency until at least December 31, 1993. This program shall provide pre-trial supervision and services and outpatient drug treatment services for at least 40 inmates who would otherwise be detained at the ECJ or ECJA pending trial. The County shall fund all wind down costs if the program is not continued beyond this date (2CCO at 4; CCO at 6-7).

2. Residential Substance Abuse Program: By January 30, 1993, the County shall establish a substance abuse program, Turning Point/Second Chance, for pre-trial incarcerated persons. This program will accommodate a minimum of 40 persons at a time, in 90 day cycles, who otherwise would remain detained at the ECJ and ECJA pending trial (2CCO at 4).

3. Custodial Drug and Alcohol Treatment Program: By March 1, 1990, the County shall fund and have fully operational a custodial drug and alcohol treatment program for at least 50 persons who otherwise would remain detained at the ECJ or the ECJA pending trial. The County shall seek to identify 50 inmates in the ECJ or ECJA who can be transferred to this program. If this program results in openings in the ECJA, the County shall transfer inmates from the ECJ to the ECJA (CCO at 9; SCO2 at 2).

C. Sentencing Project: The County shall contract with the Sentencing Project to complete a study by February 1, 1993, of the inmate population and to make recommendations on short-term, mid-term, and long-term needs for additional jail capacity in Essex County. The County defendants shall implement these recommendations to the fullest extent necessary to bring the ECJ and the ECJA population below the caps specified in this Second Consolidated Consent Order without the use of the Overcrowding Bail Fund (2CCO at 3).

XVI. Project Coordination

A. Project Manager: The County Executive shall designate or hire a Project Manager whose sole responsibility shall be to coordinate all work necessary for the timely completion of the pre-trial Supervision and services program, the custodial drug and alcohol treatment program, the fire safety initiatives, the housing initiatives, and recreation projects required in this Agreement. The Project Manager shall prepare all reports on the projects specified in this paragraph and shall recommend any steps necessary to insure that these projects are completed in a timely manner. The Project Manager shall coordinate the work of all county departments involved in the timely completion of these projects and shall report directly to the County Executive (CCO at 14).

XVII. Sanctions

A. Sanctions On Maximum Capacity Violations

1. Automatic Sanctions: If the inmate population exceeds 594 inmates at the ECJ, 627 males and 102 females at the ECJA, or the housing caps at either facility, the County shall automatically be sanctioned for each inmate housed in excess of the overall population cap or individual housing unit cap. The Special Masters shall determine the daily amount of sanctions imposed for violating

population caps, and the schedule of sanctions shall be incorporated by reference in this Agreement upon Court approval. The County agrees not to contest the sanction schedule the Special Masters establish (SCO3 at 15-16; CO2 at 29).

2. Sanctions During Emergency Situations: The County may request a hearing to reduce the sanctions or to defer the imposition of sanctions during an emergency situation caused by a sudden, reasonably unexpected and unforeseeable event or series of events, such as fires, disasters, or riots. Emergency situations shall not include situations caused by fluctuations in inmate population associated with criminal justice practices, prosecutorial policies, law enforcement activities, changes in the criminal laws, changes in judicial sentencing patterns, or a reduction in or termination of any County program that provides, or assists in providing, pre-trial release or non-custodial disposition alternatives (SCO3 at 16-17; CO2 at 30).

3. Notice to Seek to Mitigate or Defer Sanctions: If the County seeks to mitigate or defer sanctions during an emergency, the Administrator or Warden shall inform the Special Masters and plaintiffs' counsel, immediately by telephone and within 24 hours in writing, of the emergency. The notice shall set forth the reason for the emergency, its expected duration, the total number of inmates housed at the ECJ or ECJA, the number of inmates added by the emergency to the ECJ or ECJA, the locations where these inmates are housed, and the expected impact on conditions, services or programs available to all inmates (SCO3 at 17; CO2 at 30-31).

4. Plan to Address the Emergency: Within one week of any declared emergency, the County shall present to the Special Masters and plaintiffs' counsel a plan to address the emergency and achieve the population caps. If the County fails to submit this plan, it may not rely on the emergency as a basis for a mitigation of sanctions (SCO3 at 17; CO2 at 31).

B. Sanctions On Services, Programs and Procedures Violations

1. Automatic Sanctions: If the County fails to comply with or provide the services, programs or procedures required by this Agreement, the County shall automatically be sanctioned for its continued non-compliance based on the number of inmates adversely affected on a daily basis by the noncompliance. The Special Masters shall determine the daily amount of sanctions imposed for violating service, program, and procedure requirements, and the schedule of sanctions shall be incorporated by reference in this Agreement upon Court approval (SCO3 at 17-18; CO2 at 31-32).

2. Hearing on Sanctions: The parties may request a hearing on the amount of sanction that the Special Masters recommend for violations of services, programs, or procedures required by this Agreement (SCO3 at 17; CO2 at 32).

C. Use of Sanctions

1. Monitoring and Compliance Purposes: The Special Masters or a court-appointed monitor may use the sanctions money to monitor or achieve compliance with this Agreement or to compensate or benefit plaintiffs including (SCO3 at 18; CO2 at 32):

a. Specific Performance: requiring the County to arrange for the programs, services, or construction necessary to achieve compliance (SCO3 at 18; CO2 at 32);

b. Bail Fund: upon approval of the Court, utilizing the money to establish a bail fund for inmates confined at the ECJ or ECJA (SCO3 at 18; CO2 at 32); or

c. Payment to Plaintiffs' Counsel: recommending to the Court that sanctions assessed be used to pay plaintiffs' counsel's costs to retain an expert to document compliance with this Agreement (SCO3 at 18; CO2 at 32).

D. Sanction Proceedings

1. Issues to be Determined: The Special Masters may initiate or the plaintiffs' counsel may request a sanctions proceeding by telephone call or letter. At this proceeding, the Special Masters will determine if the County is in non-compliance with this Agreement or the Court's orders and impose sanctions if appropriate (SCO3 at 18-19; CO2 at 33).

2. Scheduling Sanction Proceedings: Sanction proceedings shall be scheduled and conducted expeditiously, and may proceed in the form of a summary action. The return date of any sanctions application shall be 7 days from the date of service on the County and filing by or with the Masters, or as soon thereafter as the Masters' schedule permits (SCO3 at 19; CO2 at 33).

3. Hearings Necessary Only If Factual Issues in Dispute: If affidavits or documents show no genuine issue of material fact, the Masters may base their recommendation to the Court on the pleadings, supporting documents, affidavits and may also conduct an inspection of the jail. If a genuine issue as to a material fact exists, the Masters shall hear the evidence on those matters at issue and render their recommendation (SCO3 at 19; CO2 at 33).

4. Recommendations on an Expedited Basis: The County agrees that the Masters may file their recommendations to the court within 14 calendar days from the date that plaintiffs file an application seeking sanctions (SCO3 at 19; CO2 at 33).

XVIII. JURISDICTION, ACCESS AND MONITORING

A. Jurisdiction:

1. Court's Jurisdiction: The Court shall retain jurisdiction to enforce or interpret this Agreement and shall resolve disputes using as guidance the standards and requirements of this Agreement (CJ at 8; SA at 30).

2. Partial Dismissal: Defendants may be dismissed from portions of this Agreement if the defendants achieve and maintain timely compliance continually for a period of one year and adopt policies and procedures to prevent a reoccurrence of noncompliance (SA at 31).

B. Access to the ECJ and ECJA and Relevant Documents:

1. Access to Ensure Compliance: Upon reasonable notice, plaintiffs' counsel or professional consultants shall have reasonable access to the ECJ and the ECJA and all relevant records in order to ensure compliance with this Agreement until such time as the County has been in substantial compliance with this Order for one continuous year (SC01 at 13; CJ at 7; SA at 30).

C. Monitoring Reports:

1. Special Master Reports: Every 90 days, the Special Masters will file a compliance report unless events require a more frequent monitoring policy (CJ at 9).

2. Annual Sanitarian Reports: Beginning August 1, 1989, the County shall have a qualified public health sanitarian prepare an annual compliance report on environmental, health, safety, and food service issues within the ECJA. The sanitarian shall test all housing units for any hazards including asbestos. The County shall send a copy of the inspection report and remedial action recommendations to plaintiffs' counsel (SA at 30).

3. Supplemental Certifications: In every instance where the County is required to submit a certification, the County shall supplement its certification on a quarterly basis until the Special Masters recommend that the Court find the County in compliance with the particular paragraph at issue (CO2 at 33).

D. Compliance

1. Full Compliance: If any party is in default with any obligation contained in this Consent Order, the party shall fully comply with that obligation by September 10, 1993.

In consideration for the defendants' agreement to comply with this Consent Order, the plaintiffs agree to dismiss their claims

against the County and State defendants without prejudice (SA at 2).

The parties agree that this Second Consolidated Consent Order accurately incorporates all of the rights and obligations set forth in the previous consent orders entered in this case. However, the signing of this Consent Order is without prejudice to the parties' right to seek a future modification of the terms of this Order.

The undersigned hereby consent to the form and entry of this Order:

Susan L. Reisner
New Jersey Public Defender
Attorney for Plaintiffs

Date: 7/20/95 By: [Signature]
Susan Remis Silver, Director
Inmate Advocacy Unit

Ollie H. Hawkins
County Counsel
Attorney for County Defendants

Date: 7/20/95 By: [Signature]
Harry J. Del Plato

Date: 7/27/95 By: [Signature]
Francis Giannomasi
Counsel to the Essex County Board
of Chosen Freeholder Defendants

Deborah T. Poritz
New Jersey Attorney General
Attorney for Defendant Fauver

Date: July 20, 1995 By: [Signature]
Ronald Bollheimer
Deputy Attorney General

IT IS ON THIS 7th Day, of August, 1995, SO ORDERED:

[Signature]
Harold A. Ackerman, U.S.D.J.