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UNITED STATES COURTS
DISTRICT OF IDAHO

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IN THE UNITED STATES DISTRICT COURT

IN AND FOR THE DISTRICT OF IDAHO

BOBBIE ANN L. MAKINSON and)
DON R. ELLINGFORD, individually,)
and on behalf of all other)
persons similarly situated,)

Plaintiffs,)

v.)

BONNEVILLE COUNTY, by and)
through its Board of County)
Commissioners, ROGER S.)
CHRISTENSEN, CLIFF LONG, and)
BILL SHURTLEFF; and its Sheriff)
BYRON R. STOMMEL,)

Defendants.)

Case No. **CIV97-0190-E-BLW**

CONSENT DECREE, ORDER
AND JUDGMENT

The Court, upon stipulation of the parties for the approval and entry of a Consent Decree, Order, and Judgment, having reviewed this proposed Consent Decree, Order, and Judgment and being of the opinion that it is a fair and reasonable resolution of

CONSENT DECREE, ORDER AND JUDGMENT - 1.

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the issues pending between the parties, hereby approves the proposed Consent Decree and directs the entry of said Order and Judgment as follows:

I.

PRELIMINARY STATEMENT

1. The parties to this agreement stipulate that this Court has jurisdiction over the parties and subject matter of this action.

2. The agreements of the parties set forth herein are not to be construed as establishing or modifying any standard of civil or criminal liability of any official, employee, agent or representative of Bonneville County.

3. The agreements of the parties herein were voluntarily and mutually agreed upon by the parties as a compromise settlement of the disputes pending between the parties. Nothing contained herein shall constitute an admission by the parties that any condition, policy, procedure, practice, act or omission if any, by the County, its officials, employees, agents and representatives was, or is, in any way improper, negligent, unconstitutional or in violation of any of the rights of the inmates referred to herein. The agreements of the parties are not findings of fact or conclusions of law with respect to the claims or defenses of the parties to this agreement. The agreements of the parties herein are based upon their understanding of applicable law. The parties stipulate, based on the entire record, that the relief set forth herein is narrowly drawn, extends no further than necessary to

correct alleged violations of the federal rights of the inmates, and is the least intrusive means necessary to correct the alleged violations.

4. The parties agree that the purpose of this Consent Decree is to implement an effective remedy without the necessity of expensive litigation. The parties agree that the terms of this Consent Decree are workable under the existing circumstances and the County agrees to take all steps necessary to implement the terms set forth herein.

5. The parties recognize that Bonneville County officials have obtained approval from Bonneville County voters to begin construction of new detention facilities that are expected to provide conditions of confinement in compliance with applicable standards and laws. Further, the parties recognize that the resolution of this litigation requires the County to expend considerable sums to provide for structural, procedural and operational modifications necessary to continue confining prisoners in the existing facility, pending completion of construction of the new Bonneville County Jail.

6. The parties hereto agree that, except for the issue of attorney fees and costs, which the parties expressly agree they will attempt to resolve in a separate agreement between them, this Consent Decree addresses all issues presently known to them regarding alleged deficiencies in the physical plant and operation of the existing Bonneville County Jail. This Consent Decree does not address personal injury claims of any past, present or future

inmates, if any such claims exist. The parties stipulate and agree that this Court has continuing jurisdiction to resolve attorney fee and cost issues in the event the parties are unable to resolve those issues.

7. Unless otherwise agreed herein, all of the terms, conditions and agreements set forth in this Consent Decree, Order and Judgment, which will not obligate the County to physically alter, construct or make installations in the existing facility, are to be implemented within ninety (90) days from January 30, 1997, the date upon which the parties agreed to resolve this matter. All terms, conditions and agreements set forth herein which will obligate the County to physically alter, construct, or make installations in any part of the existing facility, such as alterations of the existing dayroom and sallyport, shall be completed within one hundred and eighty (180) days from January 30, 1997, the date upon which the parties agreed to resolve this matter, provided that the agreements of the parties regarding jail occupancy capacity will take affect on April 1, 1997, as set forth within paragraph III(N) herein.

8. Notice of this Consent Decree shall be given to the inmates by posting notice of the Consent Decree conspicuously in the booking area and in each housing area in the Bonneville County Jail and by making copies of the Consent Decree available for review upon request by any person incarcerated in the Bonneville County Jail. A copy shall also be maintained in the jail library.

9. This Consent Decree, Order and Judgment shall be ongoing in nature and shall continue in full force and effect and the parties expressly recognize and stipulate to the continuing jurisdiction of this Court for the limited purpose of carrying out the intent of this Consent Decree, Order and Judgment until the County completes construction of and has a new jail facility fully operational, unless the parties hereto earlier stipulate or it is determined by Order of the Court that the provisions of this Consent Decree, Order and Judgment have been satisfactorily implemented at an earlier date and that continuing jurisdiction of this Court is no longer necessary. The parties stipulate and agree that this court shall have continuing jurisdiction to resolve any and all disputes that may arise regarding compliance with the agreements set forth herein.

II.

PHYSICAL FACILITIES

A. LIGHTING

10. County agrees to have the lighting system in the Bonneville County Jail inspected by appropriately trained county personnel and/or licensed contractors to determine the present level of lighting available within the housing units inside the facility.

11. In the event the inspection referred to in the prior paragraph reveals that the existing lighting is less than fifteen foot candles of light throughout the referenced cells, including bunk, reading, and grooming areas, County agrees to add additional

lighting to the facility to provide between fifteen and twenty foot candles of light throughout such cells, including bunk, reading, and grooming areas. Such lighting may be significantly dimmed during resting hours to provide an adequate environment for sleep by inmates.

B. VENTILATION

12. County agrees to have the ventilation system in the Bonneville County Jail inspected by appropriately trained county personnel and/or licensed contractors and to provide an updated report indicating whether the ventilation system in the Bonneville County Jail is operating sufficiently to provide adequate heating and air conditioning and ventilation to prevent the accumulation of odors, smoke, dust, carbon dioxide, and other contaminants.

13. In view of the fact the inspections of the ventilation system have indicated that the system does not present a health risk and a new jail facility is to be constructed and available for use within approximately eighteen months, it is agreed that County does not have to make the structural improvements, so long as County performs regular maintenance on the existing system as is needed to maintain the existing system at its optimal functioning capacity and undertakes all reasonable corrective measures. For example, if the jail is too cold, space heaters will be provided, or if air quality is unhealthy, appropriate action will be taken to correct such condition and cost cannot be asserted as a reason not to correct any such condition that is dangerous or a significant health risk. County agrees the

temperature in the living areas will be maintained at between 65-75 degrees.

14. County agrees to clean the filters in the air ventilation system on a quarterly basis, and to keep documentation of such work.

15. County agrees to monitor the existing equipment through regular inspections and tests, and maintain documentation of such inspections.

C. PLUMBING

16. Unless the County has done so within the past year, and has records documenting such inspection, County agrees to have the plumbing system inspected by appropriately trained County Personnel and/or licensed contractor to determine the status of the existing plumbing system.

17. In the event that these inspections reveal material deficiencies, County will have those deficiencies corrected by competently trained employees or contractors within sixty (60) days of the entry of this Decree and will provide written confirmation from the contractors of such corrections to counsel for both parties within ten (10) days of receipt by County.

18. The County or contractors will generate reports detailing their findings and any changes or improvements recommended. County will provide copies of these reports and/or recommendations to counsel for both parties within ten (10) days of receipt by County.

III.

OPERATIONS

A. CLASSIFICATION AND SEPARATION OF INMATES

19. County will maintain and apply a written policy and procedure regarding inmate classification and separation, which will incorporate the following elements therein.

20. Subject to the following, and with specific recognition that safety of the inmate population and staff is paramount in all decisions, County will comply with Idaho Code Section 20-602 regarding the separation of inmates in county jails.

21. County further agrees that they will not house juvenile inmates in the Bonneville County Jail, except those juveniles who have been charged with an offense identified in Idaho Code Section 20-509 or jurisdiction has been waived allowing prosecution as adults as provided for under Idaho law.

B. MEDICAL AND HEALTH CARE SERVICES

22. County will contract with a local health care provider to provide health care services to inmates. Such health care provider may be a physician, health care administrator or agency. An EMT or nurse shall review, initial, and date all non-emergency requests for medical, dental or mental health care (however characterized) and respond thereto within twenty-four (24) hours of receipt of a request for medical care. The final judgment concerning the medical condition and treatment of any inmate shall rest with a licensed physician. County will not condition receipt of medical care upon an inmate's agreement to pay for such care.

23. County will provide each inmate with a copy of the written Inmate Handbook, which includes provisions regarding medical services, at the time of intake, or as soon thereafter as is possible. County will document the receipt of the Inmate Handbook in each inmate's file. County will also post this medical protocol in places that are conspicuous to inmates incarcerated in the Bonneville County Jail.

24. County will use a general health and mental health screening procedure, at the time of intake, or as soon thereafter as is possible, detailing each inmate's past and present medical, physical and mental condition.

25. County will provide a form ("medical kite") for inmates to use to report any need for medical, dental or mental health care, including therein a space where the health care provider can diagnose the inmate's medical status and the treatment rendered, including any authorization to provide medication or other treatment to such inmate. County shall keep a copy of the request and response form in the inmate's medical file and will provide the involved inmate a copy of that form within twenty-four (24) hours of the request for medical care.

26. Inmates may report illness or a need for medical attention on no less than a daily basis through the use of the medical request form referred to in the preceding paragraph. The County will provide a secure drop box in each housing unit in which inmates will place completed medical request forms. The health care provider, or his or her designee, will retrieve all forms from

such drop boxes approximately every twelve (12) hours. The health care provider shall document all diagnoses and treatments in writing and shall keep such documentation in the inmate's medical file as stated in the prior paragraph.

27. The County shall provide twenty-four (24) hour emergency medical care at an emergency room or other appropriate health facility for the care of the inmates' emergency medical needs. County shall immediately transport inmates requiring emergency medical care to an appropriate medical facility. The jail shall have sufficient staff to transport inmates or shall call EMT's to do the transporting.

28. The County shall keep all records related to each inmate's medical condition on file. County will keep each inmate's medical records in a sealed envelope and treat these files as confidential and will limit access to such files to persons involved in the delivery of medical services.

29. An inmate who at the time of admission to the jail indicates that he or she is currently under the care of a physician or is currently taking medication prescribed by a physician, shall be seen by an EMT, nurse or physician within twenty-four (24) hours of admission to the jail. County shall provide inmates who are taking prescribed medications at the time of incarceration, with those medications, unless a physician determines it is unnecessary. If a licensed health care provider prescribes medication for an inmate, County shall provide it to the inmate as soon as possible, but no longer than twelve (12) hours after the prescription is

issued. County shall provide inmates with refills authorized by a physician without lapse in prescription.

30. County agrees to provide all prescribed medications to inmates in accordance with the schedule recommended by the physician prescribing such medication, and to keep a log that accurately reflects the actual specific time each medication was provided.

31. The County, through a properly trained EMT, will perform a health appraisal of all inmates who are incarcerated in the Bonneville County Jail for more than fourteen (14) days. County shall document these appraisals. In the event the appraisal raises questions regarding the need for further diagnosis or treatment, County will arrange for the inmate to be seen by a physician.

32. County shall train the jail staff to identify and appropriately respond to the medical and psychiatric needs of inmates. The training program will include instruction in the following areas:

- a. Recognition of signs and symptoms and knowledge of action required in emergency medical situations;
- b. Administration of limited emergency first aid and cardiopulmonary resuscitation;
- c. Methods of obtaining medical assistance;
- d. Recognition of signs and symptoms of mental illness, retardation, emotional disturbance, and chemical dependency;
- e. Distribution of medications to inmates, including steps that should be taken to ensure the inmates take all medications in the presence of a staff

member and proper documentation of the distribution of medication; and

- f. Procedures for transfers to appropriate medical facilities or health care institutions.

33. County shall immediately segregate any inmate who is believed to have a contagious or infectious disease (excluding the common cold or similar non-dangerous common disease) from other inmates. County shall have the contagious inmate examined by the health care provider as soon as possible.

34. The parties agree that County may transfer an inmate to other facilities if that inmate requires medical care that the local health care provider cannot supply.

35. Inmates who are believed to be suffering from drug or alcohol withdrawal or mental health problems at the time of their admission or at any time thereafter while housed in the jail, will be seen by an EMT, nurse, counselor or a physician within twenty-four (24) hours of detection of such condition, unless it appears the inmate requires diagnosis and treatment sooner, in which circumstances the County will make arrangements for the inmate to be seen in the jail, at an emergency room or other appropriate health facility as soon as possible. A licensed physician will determine the nature and extent of treatment needed by any such inmate.

36. County will maintain a first-aid kit in the jail for use by the jail staff in the event of a medical emergency. County will obtain a list of medical supplies which should be maintained in the first-aid kit from the health care providers/EMTs who

provide medical services to the jail, and County will inspect and restock such first-aid kit and document such actions on a monthly basis.

37. County will provide female inmates with access to necessary gynecological and obstetrical care. All female inmates who are incarcerated for more than fourteen (14) days in the Bonneville County Jail will, as a part of their health appraisal, have access to appropriate examination by appropriately trained and experienced nurses, or where necessary, physicians who specialize in OB/GYN. In the event it is determined that a female inmate is pregnant, whether such determination is made at the time of the inmate's admission or at any time thereafter, County will make arrangements for such inmates to be seen by a physician who specializes in OB/GYN and who is competent to provide pre-natal care within seventy-two (72) hours of such a determination. In the event a female inmate declines any such medical services, such declination will be documented in the inmate's medical records.

38. County will provide dental services to inmates by making an appointment with a local dentist, unless treatment is needed sooner due to severe pain, under which circumstances, County will arrange for the inmate to receive emergency medical treatment to relieve the pain and obtain guidance from a licensed physician regarding what action should be taken pending treatment by an appropriate dental practitioner. County will provide dental care determined to be necessary to relieve pain and preserve natural teeth, but County is not under an obligation to provide dental care

that is determined to be of a cosmetic nature by the dental health care provider. Inmates who are confined in the jail continuously for more than six (6) months will be provided dental cleaning if it is recommended by the treating dentist.

39. County shall segregate and closely supervise prisoners who endanger the health or safety of themselves or other inmates. County shall separately house inmates who are charged with a crime and who are suspected to be mentally ill from the general population, until they can be properly diagnosed and/or transported to a facility that can provide for their needs. County agrees that, except when emergency circumstances exist necessitating immediate diagnosis or treatment of an inmate's mental health, within seventy-two (72) hours of discovery that an inmate may be mentally ill, County will initiate proceedings authorized under Idaho Code § 66-317 et seq. to have such person examined and treated as provided for therein. In situations where an inmate indicates or a staff member believes an inmate is in need of immediate mental health diagnosis or treatment, County agrees to have the inmate seen by an EMT immediately, and the EMT will determine whether the inmate should be seen by a physician or other health care provider immediately.

C. STAFFING AND INMATE SURVEILLANCE

40. County agrees to staff the Bonneville County Jail with qualified personnel, sufficient in number and training, to provide for adequate operation, security of the facility, and

compliance with their obligations set forth in this Consent Decree, Order and Judgment.

41. County agrees to maintain the Bonneville County Jail staff at its present level of thirty-five (35) staff members at the existing facility, unless the parties agree or the Court determines that there has been a significant permanent reduction in the number of inmates justifying a reduction of the existing staff.

42. County will employ sufficient staff to provide visual surveillance on an irregular basis of all inmates by a staff member who is physically present within the housing area approximately every thirty (30) minutes. County agrees to document the time of each surveillance. County will conduct more frequent checks on an irregular basis, approximately every fifteen (15) minutes, of inmates who it believes to have special problems or needs and will separately document each check of such inmates.

43. County agrees to periodically (at least every six (6) months) inspect the video and audio monitors between the cells and jail office to ensure that they are functional. County agrees to leave all video and audio monitors on at all times.

44. County agrees that within one (1) year of the filing of this Consent Decree, it will obtain training in accordance with Section 04.03 of the Idaho Sheriffs' Association - Idaho Jail Standards (ISA-IJS) for all current jail staff members who have direct and continuing contact with inmates and who are not presently trained in accordance with those provisions. Further, County agrees that all jail staff members employed hereafter who

have direct and continuing contact with inmates, will be trained in accordance with the referenced provisions of the ISA-IJS within one (1) year of their employment. Such training will be provided so long as it is available from Peace Officer Standards and Training, (P.O.S.T.), including, at a minimum, training regarding the following:

- a. Security and search procedures;
- b. Supervision of inmates;
- c. Use of force and methods of self-defense;
- d. Report writing;
- e. Inmates and staff rules and regulations;
- f. Rights and responsibilities of inmates;
- g. Fire and emergency procedures;
- h. Interpersonal relations and communications skills;
- i. Special needs inmates;
- j. Recognition of the signs and symptoms of mental illness and retardation, substance abuse, physical deficiencies, and suicide-prone behavior;
- k. First aid and CPR; and
- l. Food service.

In addition, County agrees to train all employees working in the Bonneville County Jail, whose positions involve direct and continuing contact with inmates regarding the County's obligations under this Consent Decree, Order and Judgment and to train all such employees regarding the official policies and procedures of the Bonneville County Jail. County further agrees to train all employees of the department, whose positions bring them in contact with inmates on a sporadic or irregular basis, with regard to those duties which such personnel perform in direct contact with inmates and keep documentation of such training.

D. SANITATION

45. County shall maintain the jail in a sanitary condition. County may require inmates to assist in keeping the jail clean and sanitary; County will order inmate participation only during reasonable hours and in a reasonable manner.

46. The jail supervisor or his/her designee will conduct a weekly sanitation and maintenance inspection of the facility. The County will develop a checklist for conducting such inspections and these completed checklists will be maintained for a period of one (1) year and will be made available for inspection by the attorneys for each of the parties. Such inspection checklist shall include, but not necessarily be limited to, checks for cleanliness, water leaks, pest control, checks of lighting and plumbing systems, etc. Further, County shall maintain written policies and procedures which address sanitation issues within the Bonneville County Jail.

47. County shall daily provide inmates with cleaning supplies and materials to enable them to clean their living areas. These supplies shall include mop, bucket, hot water, detergent, disinfectant, toilet brush, sponge, scouring brush, dust pan, and broom. The water shall be hot and clean. No cell shall receive previously used water. County shall clean and rinse mops and buckets after each use.

48. County's sanitation plan shall require jail staff or inmates to regularly clean showers and toilet areas so as to avoid the accumulation of soap scum, slime, soft scale, rust, fungus, and

mildew. County will add slip-proof surfaces to the bottom of all showers and slip-proof mats just outside each shower. County shall exchange and launder shower curtains every month and shall replace them as necessary.

49. Prior to placing an inmate in any housing area, County shall shower each inmate and issue the inmate a clean jumpsuit, footwear, towel, and bedding, including one (1) mattress, two (2) sheets, one (1) blanket, sanitized pillow, and pillow case. County will provide inmates with undershorts and socks. In order to promote safety within the facility, County shall have the right to limit circumstances under which inmates may wear or have in their possession certain additional items of clothing.

50. If it is determined that an inmate has lice or crabs, County shall immediately delouse all inmates housed in that cell, spray the cell and exchange and disinfect all clothing and bedding in the affected cell.

51. County agrees to clean and sanitize mattresses and bedding in between use by different inmates.

52. All clothing, bedding, and towels County issues to inmates shall be in good condition and County shall not issue said articles to inmates if they are cracked, ripped, thread worn, or soiled.

53. County will provide laundry services, generally through inmate workers or jail personnel, on a regularly scheduled basis as follows:

a. Inmate clothing, including personal clothing County has authorized inmates to wear, shall be laundered or exchanged at least twice (2 times) each week. County will provide inmates with clean clothing to wear while the laundry is being done. Sheets and pillow cases will be changed and laundered or exchanged at least once weekly, or more often in the event special circumstances require earlier laundering or exchange. Blankets shall be laundered or exchanged at least once monthly. After a blanket has been used by an inmate for any period of time, it must be laundered before re-issue to another inmate.

E. MAIL

54. County will maintain and apply a written policy and procedure regarding inmate mail.

55. Except when there is clear and convincing evidence to justify interfering with an inmate's mail for reasons of public safety, facility order or security, County shall not limit the volume of personal mail an inmate may receive or send at his or her own expense. County will notify the inmate of any decision to limit his or her mail and the grounds therefore in writing and will keep a copy of this documentation in the inmate's records.

56. County may open and inspect inmate incoming and outgoing mail for contraband except as provided in paragraph 58, but will not read or reject the mail unless there is reasonable suspicion to believe that the correspondence threatens safety, facility order, security or is being used in the furtherance of illegal activities, in which case, County shall notify (normally

within twenty-four (24) hours; if longer, the reason for the delay will be documented and the reason for such delay must related to safety, facility order or security); the sender of the mail and the person to whom it is addressed in writing of any action taken and the grounds therefore. County may return any rejected item to the sender or place it in the inmate's property, unless it contains illegal matter or is kept for evidence. (The timing of such notice, or the rejection, return or retention of such property will depend upon the circumstances, including but not limited to, the integrity of any investigation that may be required).

57. If County finds contraband in either incoming or outgoing mail, they shall remove it and record its disposition.

58. County may open mail between inmates and their attorneys, courts, public officials and similar persons or entities whose relationship the law recognizes as privileged, with the inmate present to inspect for contraband, but shall not read or scan the document.

59. If County must read non-privileged inmate mail, they will do it in the presence of the inmate whenever practical.

60. County shall provide indigent inmates with sufficient postage to allow them to communicate reasonably with their attorneys, courts and government officials. County shall also provide indigent inmates with postage and writing supplies for a minimum of five (5) one-ounce, non-legal letters per week.

61. County shall remove cash, checks, and money orders from incoming mail and promptly credit those funds to the inmate's account.

62. County shall deliver incoming mail to inmates within twenty-four (24) hours of receipt, excluding weekends and holidays. County shall deliver outgoing mail to the postal service daily, excluding weekends and holidays.

63. County shall provide books and magazines received directly from the publisher to inmates, with no more than five (5) such items per inmate (excluding legal mail) allowed at any one time in a cell. Inmates shall be responsible for all costs associated with purchasing such material from the publisher, including but not limited to subscription or purchase price, postage or shipping fees, etc.

64. Inmates may have photographs of immediate family (husband, wife, mother, father, son, daughter, brother, sister, or other live-ins) in their cell, but may not possess photographs that threaten facility order, security or safety.

F. TELEPHONE ACCESS TO COURTS, COUNSEL AND OTHERS

Subject to the following, County shall allow reasonable telephone access to courts, counsel and others as follows:

65. The telephone system shall allow toll free calls to the local offices within Bonneville County of state, county and city government telephone numbers, including all courts and government offices, and local attorneys requesting such access. County will contact the telephone service provider to make

necessary repairs to the telephone system as soon as it is determined there is a problem which requires repair.

66. Unless the use of a telephone by an inmate would constitute a security risk or would interfere with an ongoing criminal investigation, County shall allow inmates access to the telephone for one (1) toll free local three minute call to an attorney or to some other person to contact an attorney at the time of intake into the facility or as soon thereafter as is reasonably possible. Thereafter, once an inmate is regularly incarcerated within the facility, County will attempt in good faith to maximize the inmate's access to the inmate telephone. Unless authorized by Court Order, County will not monitor telephone calls between inmates and their attorneys.

G. ACCESS TO COURTS

67. County shall provide inmates with access to legal resource materials, a law library or a person knowledgeable in the law on a reasonable basis and to the extent mandated in Lewis v. Casey, 116 S.Ct. 2174 (1996). County may comply with this requirement by making arrangements to provide inmates with assistance from persons trained in the law, by providing inmates with access to an adequate law library (and under appropriate circumstances assistance from persons trained in the law) or by having inmates incarcerated at another facility that has the ability to provide access to these resources.

68. County may provide inmates who can identify the information they need with copies of the information by accessing

the Bonneville County law library, Idaho State Law Library or through automated legal research or other research arranged by the County. Such access will normally be within two (2) working days of the request. County will also provide inmates with access to the Bonneville County Law Library within a reasonable time of a request from an inmate, which will normally be within two (2) working days of the receipt of the request. However, in the event circumstances cause delays beyond this amount of time, County will document the basis for the delay and, upon request, will make such documentation available to the attorneys for each of the parties. At the time of booking or within twelve (12) hours of booking, County will provide all inmates with notice regarding the legal materials available within the jail and notice of how inmates can access legal resource materials outside of the jail.

69. County shall provide inmates with the services of a notary public upon request, no later than one business day from when the request was made.

70. County shall provide copying services to inmates who need copies of legal documents as required by Court rules for filing, service, or use in Court, or to be sent to a party or an attorney. Indigent inmates will not be charged for such photocopies. County shall treat documents submitted for copying as confidential and shall not read the documents.

71. County shall file and serve inmates' legal documents as required by federal or state statute, court rule, or court order

within one day of receipt from the inmate, excluding weekends and holidays.

72. County shall provide indigent inmates with reasonable quantities of paper, envelopes, stamps, writing devices, etc. necessary to effectively access courts and counsel. If required by court order or court rules or requested by Clerk of the Court, County will provide inmates access to a typewriter to prepare communications with that entity.

H. FOOD SERVICE

73. County agrees that inmates will receive an adequate diet of approximately 2500 calories daily, including all of the four recognized food groups, to ensure a nutritionally balanced diet that is pleasing in taste and quality. County will prepare meals pursuant to menus which are developed by a person or persons who are dieticians or are certified in food service preparation and supervision. County will have the menus reviewed and approved at least annually by such a person. Food preparation and service may be performed by inmate workers under the direct and constant supervision of the jail staff.

74. County may use prepared/frozen meals, alone or supplemented with other foods, so long as each meal, considered as a whole, is consistent with the menus which have been developed, reviewed and approved as previously noted herein. However, absent extenuating and emergency circumstances, no more than ten (10) frozen meals shall be served a week. In the event County must substitute an item or items for other items on the approved menu,

County will keep a record which specifically identifies all substitutions and the reason for such substitutions. County will maintain copies of all menus used and the documentation regarding all substitutions to such menus for a period of six (6) months and will make such menus and documentation regarding substitutions to such menus available for review upon request by counsel for either of the parties.

75. County will not store any non-food items in food storage or pantry areas and shall maintain these areas in a clean and sanitary condition.

76. County will require all persons who participate in food preparation and/or service to bathe/shower daily and to wash their hands prior to preparation and/or service of each meal.

77. County will require all cooks and food service workers to wear disposable head covering and gloves to prevent contamination of food.

78. County will wash down with hot water and a sanitizing agent all surfaces in the kitchen area which are used for food preparation, both before and after each use.

79. To the extent applicable, County will comply with those sections of Title 2, Chapter 19, Idaho Code regarding Idaho Department of Health and Welfare Rules Governing Food Sanitation Standards for Eating and Drinking Establishments. Further, County will have the kitchen in the Bonneville County Jail inspected by the District Health Department at least annually and will make a copy of the Food Establishment Inspection Report available for

review by counsel for each of the parties within ten (10) days of its receipt by the County.

80. Special diets will be provided to inmates who require them. Inmates, upon admission to the jail, will be screened to determine whether they have any special dietary needs. If an inmate indicates a special diet is required, the staff person will obtain details regarding the required diet and will have the diet reviewed by a dietitian or the medical care provider. Within 24 hours of the inmate's arrival at the facility, an appropriate special diet will be provided to the inmate unless a licensed physician determines it is not necessary and provides written documentation of the reasons for the denial of the special diet. A copy of the physician's written denial shall be delivered to the inmate and placed in the inmate's file. The basis for the denial of a special diet will be kept on file and these files will be available for inspection by the attorneys for each of the parties. County agrees to keep records of special diets provided for each inmate requiring such a diet in a separately maintained file for each inmate requiring a special diet and County will also keep a daily record of all special diets served, including description of the food served, type, number and name of inmates who receive special diets.

I. EXERCISE AND/OR RECREATION OPPORTUNITIES

81. Indoor and Outdoor Recreation - Subject to the following, County agrees to provide inmates in the Bonneville

County Jail access to the indoor and outdoor recreation areas for use by any inmate who wishes to participate in such recreation.

82. Recreation Opportunities - County will provide access to recreation opportunities including activities such as basketball, exercise equipment, access to reading materials, including daily newspapers, books and magazines in the library, passive exercise units, stationary bicycle, plastic balls, frisbees or other similar pliable non-deadly objects, jogging, television, cards, board games, etc.

83. Recreation equipment shall be maintained in adequate working condition, with reasonable allowances for repairs necessitated by intentional damage and/or normal wear and tear.

84. Pending construction of the new detention facilities, recreation will continue to be made available to any inmate confined in the existing facility over a period of seventy-two (72) hours in the minimum amount of ten (10) hours per seven (7) days of confinement. It is expressly understood that this agreement to offer access to recreation in this amount is based upon unique conditions and situations currently existing at the existing facility and shall not necessarily constitute a precedent as to any other facility in Bonneville County or any other jurisdiction.

85. Inmates will not be refused access to exercise and/or recreational opportunities unless:

- a. Inclement weather prohibits the use of outdoor facilities (in which case

the indoor facilities shall remain available); or

- b. An emergency situation exists, such as a natural disaster. Lack of staff, except as required due to such natural disaster, cannot justify a lack of recreation. Recreation shall not be denied in any event for longer than 48 hours, and the reason for the lack of recreation must be stated in writing by the Sheriff; or
- c. Recreation by an individual inmate is denied due to medical or disciplinary restrictions or where recreation by an individual prisoner presents a real and immediate danger to the prisoner, staff or public safety. In such a case, that inmate may be provided access individually and in a manner that is consistent with the inmate's status.

86. No inmate will be forced to participate in recreation of any type.

J. VISITATION

87. County will continue to allow visitation at the jail five (5) days a week, Monday, Wednesday, Thursday, Saturday and Sunday as set forth below:

INMATE VISITATION SCHEDULE

Mon.:	Medium & Minimum	Females	6:30 p.m. - 7:00 p.m.
		Males	7:00 p.m. - 10:00 p.m.
Wed.:	Maximum	Females	6:30 p.m. - 7:00 p.m.
	Maximum	Females	7:00 p.m. - 7:30 p.m.
	Maximum	Males	7:30 p.m. - 8:30 p.m.
	Maximum	Males	8:30 p.m. - 10:00 p.m.
Thur.	Medium & Minimum	Females	6:30 p.m. - 7:00 p.m.
		Males	7:00 p.m. - 10:00 p.m.
Sat.	Maximum	Females	9:00 a.m. - 9:30 a.m.

		Males	9:30 a.m. - 10:30 a.m.
Sun.	Medium &	Females	9:00 a.m. - 9:30 a.m.
	Minimum	Males	9:30 a.m. - 11:00 a.m.

INMATE VISITATION PER WEEK

Maximum security inmates will be allowed one (1) hour of visitation a week.

Medium security inmates will be allowed one and one-half (1 1/2) hours of visitation a week.

Minimum security inmates will be allowed two (2) hours of visitation a week.

88. Visitation is on a first-come-first-serve, sign-in-and-wait basis. Depending upon the number of visitors waiting to visit inmates, visits will generally be fifteen (15) to thirty (30) minutes duration each visit. The visitation areas will be adequate to allow for both sight and sound communication. The number of visitors an inmate may visit at one time may be limited due to space constraints or articulable security or safety concerns.

89. County shall not deny inmates access to visitation with persons of their choice, unless they have a reasonable, articulable suspicion that such visits will jeopardize the security of the facility or safety of the inmates, visitors or staff members. County will reduce to writing and retain documentation regarding the basis for any such denial of visitation.

90. County may require that visitors under the age of 18 must be accompanied by a parent or legal guardian.

K. INMATE DISCIPLINE AND DUE PROCESS PROCEDURES

91. All policies and procedures regarding inmate rules and discipline of inmates shall be written and strictly adhered to by County. County shall provide all inmates access to inmates rules, policy and procedures regarding discipline at the time of intake, as soon thereafter as reasonably possible, or will post such rules, policies and procedures at one or more locations within the jail where inmates have access to them. County will provide counsel for the Plaintiffs with a copy of the Inmate Rules of Conduct. Except under emergency circumstances constituting an immediate threat to the welfare of inmates, jail staff, the public, or to the security of the facility, County will abide by the provisions of the Bonneville County Jail Policy and Procedural Manual regarding inmate rules and discipline.

92. County will provide each inmate with a copy of the Inmate Handbook which includes provisions regarding discipline at the time of intake or as soon thereafter as is reasonably possible. County will document the receipt of such Handbook in each inmate's file. County will keep one (1) copy of the inmate rules posted in one (1) conspicuous place within view of each housing unit in the Bonneville County Jail where the inmates can review them.

93. The inmate rules shall specify the methods of punishment for violation of rules. County shall not punish an inmate for violating an unwritten rule, nor use an unauthorized type of punishment for the particular violation that occurs. This provision does not foreclose criminal prosecutions of inmates as

deemed appropriate by the Bonneville County Prosecuting Attorney.

94. In the event of an incident constituting an immediate threat to the welfare of an inmate or to the security of the jail, County may immediately segregate the inmate prior to the provision of formal due process procedures. County shall document its actions with the reasons therefore and shall maintain these reports in the inmate's file. A written report of the reasons which support pre-hearing detention shall be submitted within 24 hours and reviewed by the Jail Commander or his/her designee to determine if segregation is actually necessary prior to the due process hearing. This pre-hearing detention status will be reviewed every twenty-four (24) hours until the hearing and decision have been completed. Documentation will be maintained regarding all pre-hearing detention and will be made available for inspection by the attorneys for the parties.

95. County shall not punish an inmate for violations committed by other inmates. However, this provision does not prohibit County from punishing inmates for acts performed in concert with others or foreclose the possibilities of separation or other action necessitated by the occurrence of any incident within the jail that might jeopardize safety, facility order, or security. County will maintain written documentation establishing the reasons for any such action.

L. FIRE SAFETY

96. County shall have the jail inspected annually by the Idaho Falls Fire Department. County shall keep copies of all

reports and will remedy any deficiencies within thirty (30) days of receipt of notice of such deficiency. County will have such remedies verified in written reports by the inspector or agency that detected the deficiency.

97. County shall make available an exit plan to all jail staff and to inmates upon their incarceration. County shall hold regular quarterly fire drills with all jail staff and document the dates they were conducted.

98. County shall train the jail staff to identify and appropriately respond to fires and fire hazards, including fire and emergency procedures and use of air packs per ISA-IJS, Section 04.03. The training program will include instruction in methods of obtaining the Fire Department's assistance.

99. County shall maintain properly operating smoke detectors/fire alarms and fire extinguishers in all the housing areas of the jail. County shall maintain a minimum of two (2) emergency air packs. All such devices will be tested monthly and documentation of all such inspections and testing will be retained for one year from the date of each inspection.

100. County will have all keys to the housing area touch-coded for ready exit in the event of a fire.

IV.

M. RULES AND REGULATIONS

101. County has trained and will continue to train all jail employees to apply written rules and regulations which, at a minimum, address the following matters:

- a. Inmate rules of conduct and a written policy and procedure for regulating and maintaining inmate discipline in accordance with recognized rules and the requirements of due process;
- b. Attorney visits;
- c. Visitation;
- d. Telephone calls;
- e. Classification and separation of inmates;
- f. Mail;
- g. Access to courts, counsel and legal materials;
- h. Inmate's property and money;
- i. Medical and health care services;
- j. Opportunities for activities and exercise;
- k. Religious services;
- l. Sanitation and hygiene;
- m. Food preparation and service;
- n. Security and safety;
- o. Fire and emergency procedures; and
- p. Programs.

102. Any alleged rule violation will be documented in writing and investigated and processed, up through and including an appeal procedure, which will be set forth in the referenced rules and regulations.

N. JAIL OCCUPANCY CAPACITY

103. The parties agree that under normal operating conditions, and if the existing dayroom has been converted to a Dormitory by April 1, 1997, there will be no more than sixty-six (66) inmates incarcerated in the Bonneville County Jail. If that conversion has not been completed by that date, it is agreed that, under normal operating conditions, no more than fifty-eight (58) inmates will be incarcerated in the jail unless or until that conversion is completed.

104. The parties agree that under normal operating conditions, and subject to the other agreements set forth herein, County may house inmates in the existing cells as follows:

BED SPACE CAPACITY

Housing Area	Agreed Capacity
<u>Cell Block A¹</u>	
Cell 1	2
Cell 2	2
Cell 3	2
Cell 4	2
Cell Blk A Total:	8
<u>Cell Block B</u>	
Cell 1	1
Cell 2	1
Cell 3	1
Cell 4	1
Cell 5	1
Cell 6 ²	1
Cell Blk B Total:	6

¹ Each cell in Cell Block A currently houses four (4) inmates - this will be reduced to two (2) inmates in each cell by removing one over/under bunk from each cell.

² Cell No. 6 in Cell Block B is currently vacant. There are no plumbing fixtures in this cell; however, it has been determined that these fixtures can be replaced and those parts have been ordered. Once these fixtures have been installed, this cell can be used to house one (1) inmate.

Housing Area	Agreed Capacity
<u>Cell Block C³</u>	
Dormitory	10
<u>Cell Block D⁴</u>	
Cell 1	2
Cell 2	2
Cell 3	2
Cell 4	2
Cell Blk D Total:	8
<u>Cell 8</u>	
Cell 8a ⁵	2
<u>Cell 8b</u>	
Cell 8b ⁶	2
<u>Cell 9 E⁷</u>	
Cell 1	2
Cell 2	2
Cell Blk 9E Total:	4

³ Cell Block C currently houses 14 inmates. The two (2) over/under bunks nearest the toilet and shower will be removed reducing the total number to 10 inmates.

⁴ Each cell in Cell Block D currently houses four (4) inmates - this will be reduced to two (2) inmates in each cell by removing one over/under bunk from each cell.

⁵ Cell 8a contains two (2) beds and is located in close proximity to the jail office and medical room and, once an observation window is installed in the entry door, will be suitable for use in housing inmates needing segregation for medical recovery or similar circumstances. It is agreed that County will use its best efforts to limit occupancy to one (1) inmate at a time. In those rare circumstances where it becomes necessary to house two (2) inmates therein, they will be of compatible classifications.

⁶ Cell 8b contains two (2) beds and is located in close proximity to the jail office and medical room and will be suitable for use in housing inmates needing segregation for medical recovery or similar circumstances. It is agreed that County will use its best efforts to limit occupancy to one (1) inmate at a time. In those rare circumstances where it becomes necessary to house two (2) inmates therein, they will be of compatible classifications. It is agreed that the carpet presently in place may present a health hazard and therefore will be removed.

⁷ Each cell in Cell 9E currently houses four (4) inmates. This will be reduced to two (2) inmates in each cell by removing one over/under bunk from each cell.

Housing Area	Agreed Capacity
<u>Cell 9 W</u>	
Cell 1	1
Cell 2	1
Cell 3	1
Cell Blk 9W Total:	3
<u>Cell F E⁸</u>	
Cell 1	2
Cell 2	2
Cell Blk F E Total:	4
<u>Cell F W⁹</u>	
Cell 1	2
Cell 2	2
Cell Blk F W Total:	4
<u>Cell 7¹⁰</u>	
Ad-Seg	1
<u>Trustee¹¹</u>	
Dormitory	6
<u>Cell 5¹²</u>	
Booking/Holding	0

⁸ Each cell in Cell F E currently houses four (4) inmates. This will be reduced to two (2) inmates in each cell by removing one over/under bunk from each cell.

⁹ Each cell in Cell F W currently houses four (4) inmates. This will be reduced to two (2) inmates in each cell by removing one over/under bunk from each cell.

¹⁰ Cell No. 7 is located adjacent to the jail office, has an observation window and is suitable for admin-segregation purposes. It is agreed that a retractable privacy screen will be installed on the observation window so privacy can be provided at appropriate times. This cell will house one (1) inmate.

¹¹ Trustee Dormitory presently houses seven (7) inmates. This will be reduced to six (6) inmates.

¹² The Booking/Holding Cell, Cell 5, is immediately adjoining the jail office and has an observation window through which staff can communicate with an inmate in this cell. This cell will not be used for long term housing, but may be used to temporarily observe/monitor inmates requiring observation/monitoring.

Housing Area	Agreed Capacity
Converted Dormitory ¹³	8
(Formerly used as	
Dayroom-Indoor	
Rec. Area)	

TOTAL CAPACITY	66
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105. The parties agree that emergency situations may arise in which it may be necessary to temporarily house a number of inmates in the Bonneville County Jail which exceeds the "total capacity" agreed to herein. The parties expressly agree that such emergency situations shall be limited to unanticipated circumstances which County is not able to plan for, such as excessive weekend bookings, unplanned mass arrests, or similar events.

In such circumstances, the parties agree that County, after exhausting efforts to obtain authorization from courts to release inmates and contacting and seeking additional housing space in those counties which customarily house excess inmates for Bonneville County, specifically Clark County, Bannock County, and Mini-Cassia County, County may temporarily house an additional six (6) inmates in the existing jail.

The parties agree that County will house these six (6) inmates in housing areas consistent with the classification considerations

¹³ In the event County decides to proceed with conversion of this area to a Dormitory-style cell, four (4) over/under bunks, table space adequate for eight (8) inmates, one shower and a toilet will be installed to allow eight (8) inmates to be housed in this cell. It is agreed that if this conversion is made, County will convert the existing sallyport/garage area to take the place of this area and County will provide the same Dayroom/Indoor Recreation services in that area as are currently provided in the existing Dayroom. In the event County does not make this conversion, the total capacity, under normal operating conditions will be fifty-eight (58) inmates.

customarily applied to all inmates. The parties agree that these inmates will be provided temporary bed space (on movable beds with mattresses which were viewed by the parties during this litigation) and that such beds will be immediately removed from all cells and properly cleaned and stored after each use.

It is agreed that such temporary emergency housing may last no longer than seventy-two (72) hours, or as soon as alternate housing can be arranged (whichever occurs first). At the end of the seventy-two (72) hour period, it is agreed that County shall reduce the total jail population to the "total capacity" agreed to herein. It is further agreed that unless it is expressly agreed to by the parties in writing, County shall not house an excessive number of inmates pursuant to this emergency clause in excess of seventy-two (72) hours and shall not house excessive inmates pursuant to this clause until four (4) calendar days have passed from the date of most recent use of this emergency clause.

County agrees that when circumstances allow for prior planning, County must make arrangements to reduce the total population to a level that will accommodate reasonably anticipated events that may suddenly increase the total population of the jail. For instance, if circumstances exist which indicate a large number of persons may be booked into the facility on a weekend or holiday, County shall make prior arrangements to reduce the existing jail population so that the excessive number of inmates can be temporarily accommodated.

County agrees that inmates housed pursuant to this provision will be provided access to physical facilities and programs that are made available to similarly situated inmates.

106. At times when the existing Bonneville County Jail has reached the "Total Capacity" level referred to above, under normal operating conditions, County may make such arrangements as they deem most appropriate for the housing of additional inmates (other than adding inmates to the existing facility), taking into consideration factors including, but not limited to, their obligations pursuant to provisions of the Idaho Code referred to herein, to separate certain inmates.

O. NON-DISCRIMINATION

107. County agrees that all inmates will be provided equal treatment, conditions and access to all jail programs and activities. In order to avoid discrimination, jail policies and procedures shall prohibit discrimination, and jail staff members shall be trained to carry out their duties in a non-discriminatory fashion. County will take those actions reasonably necessary to avoid discrimination, including but not limited to retention of interpreters or allowing bilingual inmates (so long as it is clear that such inmates are fluent in both languages) to explain to non-english speaking inmates, policies, procedures, programs, availability of medical care, to enable non-english speaking inmates to communicate their medical needs and other inmate needs; printing of forms, handbooks, rules and regulations in spanish; and

such other actions as are reasonably necessary to avoid discrimination.

V.

IMPLEMENTATION AND ENFORCEMENT

108. This Consent Decree, Order and Judgment is binding upon the parties hereto and, in the event any provision causes a result unintended by the parties, or causes an ambiguous interpretation, the aggrieved party shall notify the other party in writing of the unintended result or ambiguous interpretation. Such written notification shall include a statement of facts sufficient to identify the unintended result or ambiguous interpretation. Upon receipt of said written notice, the parties shall have thirty (30) days to make a good faith effort to negotiate a settlement to the problem between themselves. If the parties are unable to reach an agreement within those thirty (30) days, the issue may then be submitted to the Court for assistance through a status conference to resolve the issue. If, after attempting such informal resolution, the dispute is not resolved, requests to modify this Decree or to enforce it may be filed.

109. The parties agree that in the event of a dispute between them regarding the terms and conditions of this Consent Decree, they will provide written notice to the other of the alleged dispute, including a statement of facts sufficient to identify their dispute and to make it possible for them to attempt to resolve the matter through negotiation. In the event that they are unable to resolve the matter within thirty (30) days, the parties

agree to seek this Court's assistance through a status conference, to resolve the issue.

110. No action may be brought by either of the parties to enforce this Consent Decree until thirty (30) days after written notification of recognition of an unintended result, an ambiguous interpretation or dispute regarding the terms and conditions of this Consent Decree, Order and Judgment. The parties agree to exhaust these administrative remedies prior to requesting assistance from the Court and the parties expressly agree that neither shall be entitled to attorney fees or costs if they fail to negotiate and/or exhaust these administrative remedies prior to seeking the Court's assistance in resolving any dispute regarding this Consent Decree, Order and Judgment.

111. It is expressly understood and agreed by the parties hereto, that the object of this Consent Decree, Order and Judgment is to obtain compliance herewith, and the County expressly agrees to provide adequate funding to assure compliance with the provisions set forth herein.

112. In the event that the County learns that any portion of this Consent Decree, Order and Judgment is totally impossible to implement or impossible to implement within the time allowed, County shall notify Plaintiff's counsel as soon as County becomes aware of such impossibility and shall include in such notification the following:

- a. The precise provision of this Consent Decree which cannot be completed.

- b. The reason why said completion cannot take place or cannot take place on time.
- c. A statement of an alternative plan for accomplishment of an equivalent, if possible.
- d. An estimate of the time necessary to fully complete the referenced provision.
- e. If it is contended that any such provision cannot, under any circumstances be completed, an explanation of the reason why completion is impossible.
- f. Upon receipt of such notification, the parties hereto will attempt to resolve such issues in accordance with the negotiation process set forth previously herein. In the event they are unable to resolve the issue within thirty (30) days, or sooner if the issue involves inmate or staff health, welfare or safety, the issue may be submitted to the Court for its assistance in achieving a resolution through a status conference, or if the Court refuses to hear the matter on that basis, by the filing of a legal action.

113. The parties agree they are obligated to attempt to resolve issues involving proposed modifications of this Decree, Order and Judgment through use of the dispute resolution procedure set forth in this "Implementation and Enforcement" provision.

VI.

VERIFICATION AND INSPECTIONS

114. The parties agree that an inspection of the existing Bonneville County Jail will be conducted by an independent inspector (preferably the Idaho Sheriffs' Association Inspection Team - if they will agree to conduct such inspection and provide a report of their findings) approximately three (3) and six (6)

months after the effective date of this Consent Decree to verify compliance with the agreements set forth herein.

115. In the event that either of the parties desires verification of any information pertinent to this Decree during the term of this Decree, counsel for the parties agree to attempt to develop the necessary information, and if necessary, to select an expert, or other qualified individual, who shall be permitted to make the necessary inspections and provide the parties and the Court with information necessary to resolve any questions relevant to this Consent Decree, Order and Judgment.

116. The parties acknowledge that this Consent Decree may be monitored by Plaintiffs' counsel, including, but not limited to requesting information and examination and production of documents for this purpose. All requests for information in the monitoring process will be directed to the Sheriff, with a simultaneous copy to the attorneys for the County and to the Idaho Sheriffs' Association-Jail Standards Coordinator. The parties agree that monitoring requests shall generally be complied with in a reasonable time of five (5) business days, unless circumstances dictate otherwise, then County shall have no more than ten (10) days. If the County cannot comply with a request within five (5) business days, their counsel will notify the inmate's counsel and will also advise counsel of the reason for the delay and of the date a reply is expected to be made.

AFFIRMATIONS

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENTS SET FORTH
IN THIS CONSENT DECREE, ORDER AND JUDGMENT, FULLY UNDERSTAND THEM
AND UNDERSTAND THAT THEY ARE CONTRACTUALLY BINDING.

AMERICAN CIVIL LIBERTIES UNION

HAMLIN & SASSER, P.A.

By Stephen L. Pevar
Stephen L. Pevar
Attorney for Plaintiffs

By David Sasser
David Sasser
Attorneys for Defendants

BONNEVILLE COUNTY COMMISSIONERS

BONNEVILLE COUNTY PROSECUTING
ATTORNEY

By Bill Shurtleff
Bill Shurtleff, Chairman

By Kipp Manwaring
Kipp Manwaring

By Cliff Long
Cliff Long

BONNEVILLE COUNTY SHERIFF

By Roger S. Christensen
Roger S. Christensen

By Byron R. Stommel
Byron R. Stommel

ORDER AND JUDGMENT

The foregoing stipulations and agreements of the parties having come before this Court, and it appearing to this Court that this constitutes a reasonable and appropriate resolution of this matter.

IT IS SO ORDERED, ADJUDGED AND DECREED this 16th day of

May, 1997.

B. Lynn Winmill
B. Lynn Winmill
United States District Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 16th day of May, 1997, I caused to be served, by the method(s) indicated, a true and correct copy of the foregoing upon:

Stephen L. Pevar
American Civil Liberties
Union
1888 Sherman St., Suite 380
Denver, CO 80203

<u> </u>	Hand Delivery
<u> X </u>	United States Mail
<u> </u>	Fax Transmission
<u> </u>	Express Mail

Attorney for Plaintiffs

David Sasser
Hamlin & Sasser, P.A.
P.O. Box 16488
Boise, Idaho 83715

<u> </u>	Hand Delivery
<u> X </u>	United States Mail
<u> </u>	Fax Transmission
<u> </u>	Express Mail

Attorneys for Defendants

Deane A. Hutchinson
Clerk

BONVLJA/CONSNT.DEC